CITY CLERK
CITY OF SUNRISE
2022 JUN 16 AM 10:33

SUNRISE, FLORIDA

RESOLUTION NO. 22-9-22-A

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "CONTINUING SERVICES AGREEMENT BETWEEN THE CITY OF SUNRISE AND SEPI ENGINEERING & CONSTRUCTION, INC. FOR ON-DEMAND PLANNING SERVICES"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City requires the services of a qualified firm or individual to provide on-demand planning services; and

WHEREAS, on February 8, 2022 the City Commission approved Resolution No. 22-9 authorizing staff to negotiate a Continuing Services Agreement (CSA) and rates with the top ranked firm resulting from Request for Qualifications (RFQ) 21-02-06-VH; and

WHEREAS, staff met with SEPI Engineering & Construction, Inc. (Consultant) and agreed upon rates that are fair, reasonable, and within industry standards; and

WHEREAS, the CSA establishes the terms and conditions for Standard Project Agreements or proposals for specific projects or services.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. A "Continuing Services Agreement between the City of Sunrise and SEPI Engineering & Construction, Inc. for On-Demand Planning Services" (CSA) is hereby approved. A copy of the CSA is attached hereto and made part of this Resolution as Exhibit A.

Section 2. The Mayor is authorized to execute this CSA.

Section 3. The Procurement Manager or designee is hereby authorized to renew or extend the CSA, in accordance with the terms of the approved CSA.

Section 4. Pursuant to Section 2.3 of the CSA, the City Manager is authorized to negotiate and execute Letter Agreements for specific projects in which the Consultant's services do not exceed $25,000. The Director of Community Development or designee is authorized to negotiate and execute Letter Agreements for projects in which the

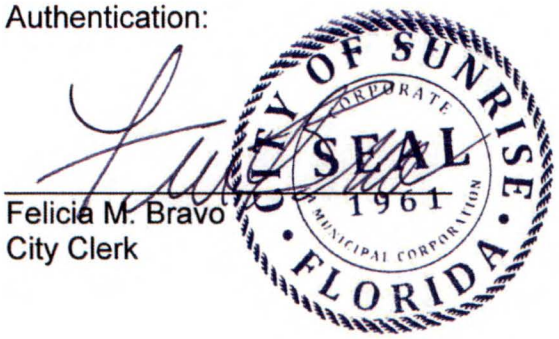
Consultant's services do not exceed $10,000. The Director of Community Development or designee shall provide the City Clerk with copies of any executed Project Agreements and Letter Agreements.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 14th DAY of June, 2022.

Mayor Michael J. Ryan

Authentication:



Felicia M. Bravo
City Clerk

MOTION: KERCH
SECOND: GUZMAN

DOUGLAS: YEA
GUZMAN: YEA
KERCH: YEA
SCUOTTO: ABSENT
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency

Kimberly A. Kisslan

CITY CLERK
CITY OF SUNRISE

2022 JUL 13 PM 1:25

CONTINUING SERVICES

AGREEMENT

Between

THE CITY OF SUNRISE

And

SEPI ENGINEERING & CONSTRUCTION, INC.

For

ON-DEMAND PLANNING SERVICES
CONTINUING SERVICES AGREEMENT

This Continuing Services Agreement (Agreement) is made by and between the CITY OF SUNRISE, FLORIDA, a Florida municipal corporation, (City), and SEPI Engineering & Construction, Inc., a foreign profit corporation authorized to do business in the State of Florida (Consultant), whose principal place of business in Broward County is 3350 NW 53rd Street, Suite #101, Fort Lauderdale, FL 33309.

WHEREAS, the City solicited proposals from qualified consultants on August 24, 2021, pursuant to the City **Request for Qualifications (RFQ) No. 21-02-06-VH**, which RFQ is incorporated within this Agreement by reference and made a part hereof. Consultant submitted a Response to the RFQ dated October 13, 2021, which Response is incorporated within this Agreement by reference and made a part hereof (Response to RFQ). Based upon the representations of Consultant in the Response to RFQ, which representations the City has relied upon, the City selected the Consultant to provide On-Demand Planning Services for the City's Community Development Department; and

WHEREAS, the Consultant is willing and able to perform such professional services for the City within the basic terms and conditions set forth in this Agreement, the RFQ and the Response to RFQ; and

WHEREAS, the purpose of this Agreement is not to authorize a specific project, but to set forth the terms and conditions which shall be incorporated into subsequent supplemental agreements for specific projects or services when required;

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants set forth below, the City and Consultant agree as follows:

SECTION 1 SCOPE OF SERVICES

1.1. The Consultant will provide comprehensive on-demand planning services to the City's Community Development Department, as specified in EXHIBIT A Scope of Services. The City may, but is not required to, enter into a Project Agreement or Letter Agreement for any one or any combination of these Services.

1.2 The Consultant hereby represents to the City, with full knowledge that the City is relying upon these representations when entering into this Agreement with the Consultant, that the Consultant has graduated from an accredited college or university with a Bachelor's or Master's degree in Urban Planning or related field, AICP Certification (preferred) the professional expertise, experience and manpower to perform the services to be provided by the Consultant in a manner consistent with the standard of care in the industry.

SECTION 2 AUTHORIZATION OF SERVICES

2.1 When the need for services for a specific project occurs, the City may, at its sole discretion, enter into negotiations with the Consultant for that specific project under the terms and conditions of this Agreement. The City shall initiate said negotiations by providing the Consultant with a Scope of Services Request (Scope of Services Request). The Consultant shall provide a proposal that shall conform to the requirements of Section 2.2 below.

2.2. The City and Consultant shall utilize a Project Agreement or a Letter Agreement for each specific project. The Project Agreement, a copy of which is attached to and incorporated into this Agreement as EXHIBIT C shall be utilized for all projects requiring planning services exceeding $25,000. For projects requiring planning services equal to or less than $25,000 in value, a Letter Agreement shall be utilized, a copy of which is attached to and incorporated into this Agreement as EXHIBIT F. Each Project Agreement or Letter Agreement will include but is not be limited to the following negotiated terms:

A The Scope of Services;
B. The deliverables;
C. The time and schedule of performance and term;
D. The method and amount of compensation;
E The personnel assigned to the specific project, including, but not limited to: Consultant's Project Manager, other staff and subconsultants, which the City shall have the right to reject in its sole discretion; and,
F. Any modifications to the Project Agreement or Letter Agreement form, if mutually agreed upon by the parties or as required to comply with grants the City has received.

2.3 The professional services to be rendered by the Consultant shall commence subsequent to the execution of each Project Agreement or Letter Agreement. City Staff shall negotiate and prepare Project Agreements for approval by the City Commission. The City Manager is authorized to negotiate and execute Letter Agreements for specific projects in which the Consultant's services do not exceed $25,000. The Community Development Director or designee is authorized to negotiate and execute Letter Agreements for projects in which the Consultant's services do not exceed $10,000. Consultant's Services shall be performed and completed as specified in the Project Agreement or Letter Agreement. The Consultant's services shall be billed on a monthly basis consistent with the hourly rates and procedures identified in Exhibit B and Exhibit E of this Agreement. The Community Development Director or designee is authorized to approve payments for these services in accordance with the Project Agreements or Letter Agreements.

2.4 Pursuant to Section 2.3, the parties will enter into a Project Agreement or Letter Agreement for professional services that are associated with development applications submitted to the City's Community Development Department. The Consultant's services

shall be billed on a monthly basis consistent with the hourly rates and procedures identified in Exhibit B and Exhibit E of this Agreement. If amendments to a Project Agreement or Letter Agreement for the review of a development application would exceed the $25,000 threshold, the amendment requires the review and approval of the City Commission. Each development agreement application will have a separate Project Agreement or Letter Agreement. The Community Development Director or designee is authorized to approve payments for services in accordance with the Project Agreements or Letter Agreements.

2.5 The City may, at its sole discretion, utilize the services of another consultant or solicit Requests for Qualifications for planning services for any project or services outlined in the RFQ and EXHIBIT A of this Agreement.

2.6 The City's Procurement Manager is authorized to sign all Agreement renewals, and extensions to this Agreement. Amendments to this Agreement shall be approved by Commission and amendments to Project Agreements and Letter Agreements shall be authorized in accordance with the terms of the applicable Project Agreement or Letter Agreement and shall be consistent with the dollar thresholds specified in Section 2.3 and 2.4 of this Agreement.

SECTION 3 COMPENSATION AND PAYMENT

3.1 The City agrees to pay the Consultant compensation for the services provided for in this Agreement as outlined in EXHIBIT B Hourly Rates and EXHIBIT E Compensation and Method of Payment, which exhibits are attached to and incorporated in this Agreement. It is acknowledged and agreed to by Consultant that the dollar limitations set forth in each respective Project Agreement or Letter Agreement is a limitation upon, and describes the maximum extent of, City's obligation to reimburse Consultant for direct, non-salary expenses, but does not constitute a limitation upon Consultant's obligation to incur such expenses in the performance of services hereunder. If City requests Consultant to incur expenses not contemplated, Consultant shall notify the City's Representative in writing and obtain their approval in writing prior to incurring such expenses. Nothing in this Agreement shall be construed to indicate that Consultant shall be obligated to perform services or to incur expenses that have not been authorized in writing by the City.

SECTION 4 TERM

4.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall end **three (3) years from the date it is fully executed by the parties** unless it is terminated pursuant to Section 5 of this Agreement. The City reserves the right to renew this Agreement for **three (3) additional one-year periods** under the same terms and conditions. The City will notify the Consultant of its intent to renew this Agreement in writing sixty (60) days prior to the expiration of this Agreement, or any extension thereof, of the City's intention. Each Project Agreement and Letter Agreement shall specify the term agreed to by the City and the Consultant for services to be rendered under said Project Agreement or Letter Agreement.

4.2 In the event the Services are scheduled to end either by this Agreement's expiration or by termination by the City (at the City's discretion), the Consultant shall continue to perform the agreed upon Services, if requested by the City, until a new agreement can be executed. At no time shall this transitional period extend more than one hundred eighty

(180) days beyond the expiration date of the existing Agreement. The Consultant will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.

SECTION 5 TERMINATION

5.1 **Termination for Convenience**: This Agreement may be terminated by the City for convenience upon ten (10) calendar days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any Services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination. Under no circumstances shall City make payment for services that have not been performed. Additionally, the City shall not make payment for the following items:

- 5.1.1 Anticipated profits or fees to be earned on completed portions of the work;
- 5.1.2 Consequential damages;
- 5.1.3 Costs incurred in respect to services performed in excess of reasonable quantitative requirements of this Agreement and Project Agreement(s) or Letter Agreement(s);
- 5.1.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue services after notice of termination has been given to the Consultant;
- 5.1.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets; and
- 5.1.6 Damage or loss caused by delay.

5.2 **Termination for Cause:** This Agreement may be terminated by either party upon seven (7) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify the City against any loss arising from its termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.1 and the provisions of Section 5.1 shall govern.

5.3 **Termination for Governmental Non-Appropriations:** The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase Services required under a Project Agreement or Letter Agreement prepared in accordance with this Agreement for any of the City's fiscal years subsequent to the one in which the Project Agreement or Letter Agreement is executed and entered into, then that Project Agreement or Letter Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue to the satisfaction of the City's obligation under that Project Agreement or Letter Agreement were last appropriated by the City and the City shall not in this sole event be obligated to make any further purchases beyond said fiscal year.

SECTION 6 CITY'S RESPONSIBILITIES

6.1 Assist the Consultant by placing at its disposal all reasonably available information as may be requested in writing by the Consultant and allow reasonable access to all pertinent information relating to the services to be performed by the Consultant.

6.2 Furnish to the Consultant, at the Consultant's request, all existing studies, reports and other reasonably available data pertinent to the services to be provided by the Consultant.

6.3 Arrange for access to and make all reasonable provisions for the Consultant to enter upon City's public property as required for the Consultant to perform services.

6.4 In the event that Consultant believes that City is not reasonably complying with the requirements of Sections 6.1, 6.2 and 6.3 above, Consultant shall immediately provide written notice within three (3) days of such non-compliance to the City, absent which Consultant shall be deemed to have waived such non-compliance by City.

SECTION 7 CONSULTANT'S RESPONSIBILITIES

7.1 The Consultant shall comply with all laws, ordinances and governmental rules, regulations, and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the Consultant.

7.2 The obligation of the Consultant to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of persons and property.

7.3 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a professional planner under similar circumstances. If at any time during the term of any Project Agreement or Letter Agreement, it is determined that the Consultant's documents are incorrect, defective or fail to conform to the scope of services, due to Consultant's negligent acts or failure to act, errors or omissions, upon written notification from the City, the Consultant shall immediately proceed to correct the work, re-perform services which fail to satisfy the foregoing standard of care as determined by the City, and Consultant shall remedy the incorrect or defective work until satisfaction is achieved by the City. The City's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, the Letter Agreement, by law, equity or otherwise.

7.4 The Consultant's obligations under Section 7.3 shall survive termination, cancellation, or expiration of this Agreement or any Project Agreement or Letter Agreement.

7.5 Any and all work product prepared by the Consultant shall be accurate, coordinated and adequate for use by the authority having jurisdiction and shall be in conformity and comply with all applicable law, codes, and regulations.

7.6 The City of Sunrise Community Development Department will be deploying electronic reviews (E-reviews). E-reviews is a web-based platform through Tyler Technologies' Energov software application and platform. This new improved procedural change will allow all parties involved in the review process of development applications to view, comment, and collaborate via BlueBeam software on development application related documentation from one centralized location. The expectation is for development applications and associated documents to be submitted electronically by the applicants

for each of their specific projects. The Consultant will be subject to the City of Sunrise Technology Policy and is expected to utilize internal databases and tracking software to carry out the scope of services.

SECTION 8 POLICY OF NON-DISCRIMINATION

8.1 The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

SECTION 9 CODE OF ETHICS

9.1 The Consultant and its employees shall be bound by the provisions of the City Code of Ethics provided in Sections 10-16 through 10-32 of the Code of the City of Sunrise, Florida, as may be amended from time to time, which standards shall by this reference be made a part of this Agreement as though set forth in full. The Consultant agrees to incorporate the provisions of this Section 9.1 into any subcontract.

SECTION 10 OWNERSHIP OF DOCUMENTS/DELIVERABLES

10.1 All subcontracts for the preparation of reports, studies, plans, staff reports, or other data entered into by the Consultant for a project shall provide that all such documents and rights obtained by virtue of such subcontracts shall become the property of the City.

10.2 All finished or unfinished documents, including, but not limited to, detailed reports, studies, plans, drawings, staff reports, maps, models, photographs, specifications, and all other data pertaining to or prepared for the City or furnished by the Consultant pursuant to this Agreement or any Project Agreement or Letter Agreement shall be and shall remain at all times, throughout the Project and thereafter, the property of the City, whether the project for which they are made is completed or not, and shall be delivered by the Consultant to City within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The Consultant shall have the right to keep one record set of the documents upon completion of the work; however, in no event shall the Consultant use, or permit to be used, any of the documents without the City's prior written authorization. Any reuse of such documents by the City without the written verification or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk.

10.3 At the conclusion of its work and before final payment, or from time to time as may be required by the City, the Consultant shall release and deliver to the City any and all such originals; provided, however, that the Consultant may, with the City's approval, reproduce such originals for the purpose of the Consultant's record file of the work. The Consultant shall not sell, copy, or reuse any documents in total or in part for any other project, except with the prior written permission of the City.

SECTION 11 RECORDS/AUDITS

11.1 Consultant shall maintain and shall require its subconsultants to maintain complete and correct records, books, documents, papers and accounts pertaining to work performed in connection with this Agreement including without limitation, reasonable substantiation of all expenses incurred based on actual costs and of all property acquired or disposed of

hereunder. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the City or any authorized City representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each project to be performed pursuant to this Agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the City of any fees or expenses based upon such entries. The Consultant shall remit promptly to the City the amount of any adjustment resulting from audit.

11.2 Refusal of the Consultant to comply with the provisions in this Section shall be grounds for immediate termination for cause by the City of this Agreement or any Project Agreement or Letter Agreement.

SECTION 12 NO CONTINGENT FEE

12.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the Consultant violates this provision, the City shall have the right to terminate this Agreement or any Project Agreement or Letter Agreement, without liability, and at its sole discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 13 INDEPENDENT CONTRACTOR

13.1 The Consultant is an independent contractor under this Agreement. Personal services provided by the Consultant shall be by employees or subcontractors of the Consultant who shall be subject to supervision by the Consultant, and who shall not be deemed officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the Consultant and not City.

SECTION 14 INDEMNIFICATION/HOLD HARMLESS

14.1 To the fullest extent permitted by law, the Consultant agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of Services under this Contract (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Consultant, Consultant's subconsultant(s), or anyone directly or indirectly employed or hired by Consultant or anyone for whose acts Consultant may be liable, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES. The City of Sunrise reserves the right, but not the obligation, to participate in the defense

without relieving Consultant of any obligation hereunder. Consultant agrees this indemnity obligation shall survive the expiration or earlier termination of the Contract.

SECTION 15 INSURANCE

15.1 Consultant agrees to maintain, on a primary non-contributory basis and at its sole expense, at all times during the life of this Agreement, the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Agreement. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, other insurance required or maintained by Consultant.

15.1.1 Commercial General Liability: Consultant agrees to maintain Commercial General Liability at a limit of liability not less than **$1,000,000** each occurrence, **$1,000,000** annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Separation of Insureds.

15.1.2 Worker's Compensation Insurance & Employers Liability: Consultant agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute, Chapter 440.

15.1.3 Professional Liability: Consultant agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **$1,000,000** per claim, **$1,000,000** annual aggregate, or a **$1,000,000** combined single limit. When a self-insured retention (SIR) or deductible exceeds **$10,000**, the City reserves the right, but not the obligation, to review and request a copy of the Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, Consultant agrees to purchase a SERP with a minimum reporting period not less than **two (2)** years. The requirement to purchase a SERP shall not relieve Consultant of the obligation to provide replacement coverage.

15.1.4 Additional Insured: The Consultant agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04 or GC 20 26 04 13 Additional Insured – Designated Person or Organization endorsements; or the CG 20 10 07 04 or GC 20 10 04 13 Additional Insured – Owners, Lessees, or Contractors endorsements in combination with the additional endorsement GC 20 37 07 04 or GC 20 04 13 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the Consultant's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured shall read "City of Sunrise."

15.1.5 Waiver of Subrogation: Consultant agrees to provide a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Consultant to enter into an pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a

condition specifically prohibiting such an endorsement, or voids coverage should Consultant enter into such an agreement on a pre-loss basis.

15.1.6 Certificate(s) of Insurance: Consultant agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify City of a non-renewal or cancellation notice, when available by Consultant's insurer. If the Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant agrees to notify the City by fax and email as set forth in this Section within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance

The certificate holder address shall read:

City of Sunrise
Attn: Risk Manager
City of Sunrise
10770 W. Oakland Park Boulevard, 3rd Floor
Sunrise, FL 33351
Fax: (954) 572-2278
Email: riskmanagement@sunrisefl.gov

15.1.7 Right to Revise or Reject: City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies that fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

SECTION 16 REPRESENTATIVE OF CITY AND CONSULTANT

16.1 City Representative. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The City designates the City's Representative as the City's Community Development Director or Deputy Community Development Director, unless designated otherwise by the City Manager, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

16.2 Consultant Representative. Consultant appoints -Jeff Katims AICP, CNU-A as the Consultant's Representative to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

SECTION 17 ALL PRIOR AGREEMENTS SUPERSEDED

17.1 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 18 SUBCONSULTANTS

18.1 The Consultant has presented the firms shown on EXHIBIT D attached hereto and made a part hereof, to the City to act as ongoing subconsultants during the term of this Agreement, and the City hereby approves Consultant's use of said firms.

18.2 In the event the Consultant requires the services of any other subconsultant or subcontractor not identified on EXHIBIT D in connection with services covered by this Agreement, any Project Agreement or any Letter Agreement, the Consultant must secure the prior written approval of the Community Development Director or designee.

18.3 Any subcontract with a subcontractor or subconsultant shall afford to the Consultant rights against the subcontractor or subconsultant which correspond to those rights afforded to the City against the Consultant herein, including but not limited to those rights of termination as set forth herein.

18.4 No reimbursement shall be made to the Consultant for any subconsultants that have not been previously approved in writing, pursuant to Section 18.2, for use by the Consultant.

SECTION 19 NOTICES

19.1 Whenever either party desires to, or is required to give notice to the other, it must be given by written notice, sent by certified United States mail with return receipt requested or other commercial overnight delivery services, addressed to the party for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR CITY:

Community Development Director
City of Sunrise
1601 NW 136th Ave, Building A
Sunrise, FL 33323
(954) 746-3289

WITH A COPY TO:

City Attorney
City of Sunrise
City Attorney's Office
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351
(954) 746-3300

Procurement Manager
City of Sunrise
Purchasing Office
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351
(954) 572-2274

FOR CONSULTANT:

Jeff Katims, AICP, CNU-A
SEPI Engineering & Construction
3350 NW 53rd St. Ste 101

Fort Lauderdale, FL 33309
(954) 475-3070

SECTION 20 TRUTH-IN NEGOTIATION CERTIFICATE

20.1 Signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement and no higher than those charged to the Consultant's most favored customer for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate presentation of fees paid to outside contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

SECTION 21 GOVERNING LAW/JURISDICTION/VENUE

21.1 This Agreement shall be governed by the laws of the State of Florida. Except as set forth in Sections 14.1, 5.2, and 30.1, should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation between the parties will be Broward County, Florida. Both parties hereby agree to waive a jury trial in any action between them, and will proceed to a trial by judge if necessary.

SECTION 22 HEADINGS

22.1 Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 23 EXHIBITS

23.1 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 24 COUNTERPARTS

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

SECTION 25 WORDS AND PHRASES

25.1 Where the words "required," "approved," "approval," "satisfactory," "determined," "acceptable," or words of like import are used in this Agreement, action by the City is indicated unless the context clearly indicates otherwise, and all work shall be in accordance therewith. Such action, or failure to act, shall not relieve the Consultant of its contractual responsibilities for performance of this Agreement. Wherever it is provided in the Agreement that the Consultant shall perform certain work "at its own expense," or "without charge," or that certain work will not be paid for separately, such words mean that the Consultant shall not be entitled to any additional compensation from the City for such work.

SECTION 26 NOTICE OF COMMENCEMENT/NOTICE TO PROCEED

26.1 Consultant shall not commence work until: 1) all insurance to be furnished hereunder has been approved by the City; and 2) Consultant has received a City Purchase Order and written Notice to Proceed or Notice of Commencement from the duly authorized representative of the City for provision of services under a Project Agreement or Letter Agreement. The City shall not be responsible to pay for or reimburse the Consultant for any work that does not comply with this Section.

SECTION 27 TIME IS OF THE ESSENCE

27.1 All limitations of time set forth in this Agreement or any resulting Project Agreement or Letter Agreement are of the essence.

SECTION 28 CLAIMS BY CONSULTANT

28.1 All claims by the Consultant, all questions concerning interpretation or clarification of this Agreement or the acceptable fulfillment of this Agreement on the part of the Consultant, and all questions as to compensation and to extension of time shall be submitted in writing to the City's Representative. The Consultant shall be solely responsible for requesting instructions or interpretations and shall be solely liable for any costs and expenses arising from its failure to do so.

28.2 The Consultant's failure to protest the City's Representative's determinations, instructions, or clarifications within fourteen (14) calendar days after receipt thereof shall constitute a waiver by the Consultant of all its rights to further protest, judicial or otherwise.

28.3 It is specifically agreed that any and all claims by a party against another party arising out of this Agreement or the performance of the work thereunder or relating thereto, or otherwise (including but not limited to claims for extra work) except as specifically set forth in Subsections 28.1 and 28.2 above, shall be waived unless presented in writing to the other party within the time limit specified in this Agreement but in no event in excess of thirty (30) calendar days after occurrence of the event or circumstances giving rise to such claim.

28.4 The Consultant shall also submit such information, costs and data in such detail and specificity as may be reasonably required by the City to justify and substantiate such claims. The Consultant shall certify that all such information, costs and data are accurate, complete, and true, to the best of its knowledge. It is agreed that under no circumstances shall the Consultant be compensated or reimbursed for expenses incurred in claim preparation, presentation, or prosecution unless directed in writing by the City.

SECTION 29 CONSULTANT'S STANDARD OF CARE

29.1 Consultant represents that Consultant's services shall be performed with that degree of skill and judgment which is normally exercised by recognized professional planning firms performing services of a similar nature, and that the services shall be performed and shall conform to generally accepted planning firms' standards and practices. Consultant will re-perform any services not meeting this standard without additional compensation and shall

pay all costs and expenses associated with correcting said services or work including any staff reports, plat amendments, code modifications, or other planning related functions.

SECTION 30 PATENT INDEMNITY

30.1 Subject to the limitations set forth in this Agreement, the Consultant shall indemnify, save harmless and defend the City and the City Commissioners, City officers, and City agents and employees (collectively "City Indemnified Party") from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees incident to any infringement of any patent or patents related in any manner to the subject matter of the Agreement documents prepared by the Consultant; provided, however, that any City Indemnified Party may, at its option, be represented in any such suits, actions or legal proceedings by attorneys selected by City Indemnified Party at Consultant's expense. In case the Construction Documents or any part thereof is held in such suit to constitute infringement of any patent or patents and its use enjoined, the Consultant shall, at its own expense, subject to the limitation of the Consultant liability prescribed in this Agreement, either procure for the City the right to continue using said Construction Documents or replace same with non-infringing Construction Documents.

SECTION 31 FORCE MAJEURE

31.1 Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is delayed, hindered or prevented by any cause which is beyond the reasonable control of the party affected thereby (hereinafter called "Force Majeure"). Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the party claiming Force Majeure: war (declared or undeclared), fire, riot, storm, hurricane, floods, earth quake, tornado, act of terrorism or sabotage or any law, proclamation order, regulation, or ordinance of any government agency or any court, or any other cause similar to those enumerated above, which is not reasonably within the control of the party claiming Force Majeure.

31.2 The party affected by any Force Majeure shall give prompt written notice to the other party advising of the nature and extent of any Force Majeure and advising of the effects of the Force Majeure upon the completion and cost of the work hereunder. The parties shall consult promptly with each other concerning the Force Majeure and shall endeavor to agree upon mutually acceptable corrective action. In the event of a Force Majeure which prohibits performance by the Consultant for more than sixty (60) days, either party may terminate this Agreement for convenience and shall have no further obligation hereunder.

SECTION 32 SUSPENSION

32.1 The City may, at its sole option, decide to suspend at any time the performance of all or any portion of work to be performed under this Agreement. The Consultant will be notified of such decision by the City in writing. The order shall be specifically identified as a stop work order under this Section. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of suspension.

32.2 Upon receipt of any such notice, the Consultant shall, unless the notice requires otherwise, do the following:

A. Immediately discontinue work on the date and to the extent specified in the notice;
B. Place no further orders, contracts or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;
C. Promptly make every reasonable effort to obtain suspension upon terms satisfactory to the City, of all orders, subcontracts, and rental agreements to the extent they relate to performance of work suspended; and
D. Continue to protect and maintain the services including those portions on which services have been suspended.

32.3 As full compensation for such suspension, the Consultant shall be reimbursed for the following costs, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such suspension of work:

A. An equitable amount to reimburse the Consultant for the cost of maintaining and protecting that portion of the services which have been suspended; and
B. If, as a result of any such suspension of services, the cost to the Consultant of subsequently performing services is increased or decreased, an equitable adjustment will be made in the cost of performing the remaining portion of services.

SECTION 33 RECORD DRAWINGS AND SPECIFICATIONS

Not Applicable

SECTION 34 ORDER OF PRECEDENCE

34.1 In the event of an inconsistency between provisions of this Agreement, the inconsistency shall be resolved in the following order:

A. Project Agreement or Letter Agreement
B. Continuing Services Agreement
C. Purchase Order
D. RFQ
E. Response to RFQ

SECTION 35 SUCCESSORS AND ASSIGNS

35.1 The City and Consultant bind themselves, their successors, assigns, and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements, and obligations contained in this Agreement. The Consultant shall not assign this Agreement without prior written consent of the City.

SECTION 36 CONSULTANT'S PERSONNEL

36.1 The presence or duties of the Consultant's personnel at a work site, whether as onsite representatives or otherwise, do not make the Consultant or the Consultant's personnel in any way responsible for those duties that belong to the City.

SECTION 37 SEVERABILITY

37.1 If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid of unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 38 ENTIRETY OF AGREEMENT

38.1. The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Agreement.

SECTION 39 THIRD PARTY BENEFICIARIES

39.1 It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Consultant and that there are no third party beneficiaries under this Agreement.

SECTION 40 PUBLIC RECORDS

40.1 The Consultant shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Consultant and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Consultant shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Consultant fails to comply with the requirements in this Section 40.1, the City may enforce these provisions in accordance with the terms of this Agreement. If the Consultant fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSULTANT SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

SECTION 41 DISCRMINATORY VENDOR LIST

41.1 Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Consultant certifies that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

SECTION 42 PUBLIC ENTITY CRIMES

42.1 Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Consultant certifies that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

SECTION 43 SCRUTINIZED COMPANY

43.1 Pursuant to Section 287.135, Florida Statutes, Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

43.2 Pursuant to Section 287.135, in the event the Agreement is for one million dollars or more, Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and Consultant further

certifies that it is not engaged in business operations in Cuba or Syria.

43.3 Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Agreement if Consultant is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

SECTION 44 E-VERIFY – EMPLOYMENT ELIGIBILITY

44.1 Consultant warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Consultant has: (1) registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verified that all of the Consultant's subcontractors performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

44.2 Consultant shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Consultant shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

44.3 City shall terminate this Agreement if it has a good faith belief that Consultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Consultant's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Consultant to terminate its contract with the subcontractor and Consultant shall immediately terminate its contract with the subcontractor.

44.4 If City terminates this Agreement pursuant to the subsection 44.3 above, Consultant shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Consultant shall also be liable for any additional costs incurred by City as a result of the termination.

SECTION 45 ELECTRONIC RECORDKEEPING

45.1 Consultant certifies its services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

SECTION 46 COMPLIANCE WITH LAWS

46.1 Consultant and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

SECTION 47 NON-EXCLUSIVE

47.1 Consultant agrees and understands that the agreement shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor or the City's employees at the City's sole option.

SECTION 48 FOREIGN GIFTS AND CONTRACTS

48.1 Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Consultant represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same, and by SEPI Engineering & Construction, Inc. by and through its Senior Vice President, Director of Growth & Development, the duly authorized officer to execute same.

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

12 day of July, 2022.

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Kimberly A. Kisslan
City Attorney

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

CONSULTANT

SEPI Engineering & Construction, Inc.

BY: _____
Steve Moore, PE

TITLE: SENIOR VICE PRESIDENT
Director of Corporate Growth & Development

10TH day of JUNE, 2022.

AUTHENTICATE:

Kaitlyn Forbes
Ft. Lauderdale Office Leader

Kaitlyn Forbes
Kaitlyn Forbes, AICP, CNU-A

(CORPORATE SEAL)

SEPI ENGINEERING & CONSTRUCTION, INC. CORPORATE SEAL C-2197 N.C.

WITNESSES:

_____

_____

Authorized City Representative's Initials: _____ Authorized Consultant Representative's Initials: _____

EXHIBIT A

Scope of Services

The scope of work consists of, but is not limited to, the following:

A. The City of Sunrise ("City") Community Development Department – Planning and Zoning Division requires professional on-demand planning services to augment professional City planning services for the Community Development Department, Planning & Zoning Division. Services may include, but are not limited to, general planning-related development and land use project review, site visits, public counter services, technical plan check for planning documents and plans, development agreements, rezonings, platting and plat amendments, special exceptions, master plans, site plan reviews, City code and ordinance revisions, comprehensive plan amendments, development agreements, developments of regional impact, graphic services, and other miscellaneous planning items and general compliance with City Standards, Ordinances, and Regulations.

B. The Consultant, when required, shall work on-site at the City's Community Development Department and will be utilized according to the Planning and Zoning Division's staffing and when services are required by the City. Under the direction of the Community Development Director, Community Development Deputy Director, and/or the City Planner, the Consultant will provide the range of expertise necessary to carry out the normal functions of an advanced professional planner. To control costs and provide a high level of professional services to all City departments and the community, the City believes the interests of the community can be best served by using a private firm for additional City Planning services. It is expected that such a firm would be able to provide available resources in response to work flow demands. Work space will be provided at the Community Development Department for the Consultant. All services provided by the Consultant shall be performed by individuals who meet the qualifications, education, and certifications/licensing requirements below:

   1. Graduation from an accredited college or university with a Bachelor's or Master's degree in Urban Planning or related field. The experience requirements for each position are as follows:
      a. Senior Planner – minimum 10 years of experience.
      b. Principal Planner – minimum 5 years of experience.
      c. Planner – minimum 2 years of experience.

   2. AICP Certification (preferred)

C. The Consultant shall provide planning services for upcoming private and City initiated projects. The Consultant shall provide cost effective and timely services to the City.

D. Consultant shall provide Planning-related consulting services. This includes providing assistance to the Community Development Department with current planning projects located within the City of Sunrise including, but not limited to, reviewing documents and applications, preparation of comments, preparation of ordinances, meeting attendance with staff, developers, and other governmental agencies to complete such projects.

E. The specific project requirements will be determined by the Community Development Director, Community Development Deputy Director, and/or City Planner on an as-needed basis and will be completed in accordance with the City of Sunrise Code of Ordinances, City of Sunrise Comprehensive Plan, and all other applicable local, state, and federal regulations governing municipal planning and within the time specified.

F. The following is a list of services that may be requested on an as-needed basis as authorized by the City. This list shall not be construed as an exclusive list of activities that the successful firm or individual may be engaged in. The City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services, those activities typically performed by a Planner, and for which the firm or individual is experienced, qualified, and able to perform.

1. When required, be present at the Community Development Department Office and hold regular office hours as agreed upon by staff and Consultant.
2. Develops and maintains good working relationships with other City departments, other jurisdictions, and the public.
3. Draft, review, assist, and process Development Agreements.
4. Review, provide recommendations, and process plats and plat amendments.
5. Review and process rezoning items.
6. Review and process developments of regional impact, developments of regional impact amendments, developments of regional impact biennial reports and other relevant project requirements.
7. Review and process special exceptions.
8. Review and process Master Plans.
9. Review permits and projects for compliance with the City's Land Development Code and other applicable City Codes, applicable resolutions and ordinances, applicable design guidelines, other applicable planning documents and policies, and all other applicable items.
10. Review and process rezonings, administrative applications and other requests such as: Sign Permits, Variances, Development Agreements, Maps, and Land Development Code and Comprehensive Plan amendments, Shared Parking Agreements, Sign Criteria, Uniform Signage Plans, and other relevant applications and requests.
11. Compiles and analyzes data on economic, social, environmental, and physical factors affecting land use.
12. Meet with developers, planners, architects, engineers, property owners, contractors, general public and other individuals to discuss, advise, explain processes and suggest improvements regarding potential projects, conceptual development, pre-applications, development applications, feasibility analysis, codes' interpretation, and other items as necessary.
13. Public involvement services, including attendance, participation, and technical support at City Commission and other public or civic meetings on behalf of the City.
14. Ability to produce well-written Planning and Zoning Board, Board of Adjustment, and City Commission staff reports, resolutions, ordinances, conditions of approval, other relevant documents, as well as conduct oral presentations.
15. Research and write City Code and amendments.
16. Attend public hearings and community meetings as necessary.
17. Ability to review projects and provide comments within timelines specified by staff or policy.
18. Ability to easily manage multiple projects with competing priorities while maintaining quality, meeting schedules and staying within budget.
19. Ability to easily manage a project from start to completion.
20. Provide graphic services for various projects including but not limited to project location maps.
21. Answer public inquiries by telephone, mail, email, or in person at a public counter regarding all planning related inquiries.
22. Facilitate and manage special projects.
23. Ability to research local, City, County, and State Codes and other miscellaneous research.

24. Ability to answer questions regarding and process Comprehensive Plan Amendments, including associated maps and required text.
25. Planning items similar in nature to those listed above.

EXHIBIT B

HOURLY RATES

Increase In Hourly Rates – Hourly rates may be adjusted annually after the initial term of this Agreement, if authorized by the City. In no instance may any adjustment exceed 3% in any one year after the initial three year term. The adjusted rates shall not be used to adjust previously authorized Project Agreements. Such adjustment shall be authorized through a written amendment to this Agreement.

Classification		Hourly Rate
Senior Planner	(experience 10 year minimum)	$175
Principal Planner	(experience 5 year minimum)	$165
Planner	(experience 2 year minimum)	$125
Senior GIS Specialist		$150
GIS Specialist		$110
Administrative		$60

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EXHIBIT C

STANDARD PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

NAME OF CONSULTANT

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise (City) and SEPI Engineering & Construction, Inc. (Consultant) for On-Demand Planning Services (Continuing Services Agreement) dated _____, this Project Agreement authorizes the Consultant to provide the services as set forth below which are identified as Item ___ in EXHIBIT A, Scope of Services of the Continuing Services Agreement:

PLACE BRIEF DESCRIPTION OF PROJECT HERE

This Project Agreement shall be effective on the date it is executed by the last party to execute it. The City and the Consultant hereby agree as follows:

SECTION 1 – INCORPORATION OF CONTINUING SERVICES AGREEMENT

1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated _____, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY

2.1 By executing this Project Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the consultant for the project (Project) and has the AICP Certification (preferred), professional expertise, experience and manpower to perform the services to be provided by the Consultant in a manner consistent with the standard of care in the industry. The Consultant further represents to the City that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant's duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in Exhibit 1, Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants, and of all others employed or retained by the Consultant in connection with the Project.

2.2 Execution of this Project Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

2.3 NOT USED

2.4 ADDITIONAL SERVICES

Consultant may be authorized to provide additional services to the City. The Consultant shall request from the City, in writing, written approval before performing any additional services. The Consultant shall provide such services as related to the work only if authorized in writing by the City prior to commencing the work and unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

2.5 SERVICE SCHEDULE

2.5.1 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City. For Project Agreements associated with a development application review and processing, the "Project Schedule" will be no longer than the term of the Agreement as set forth in Section 6 Term (below) or upon completion of the task, whichever occurs first.

2.5.2 No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly time activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's Representative shall determine whether or not the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

2.6 PERSONNEL

2.6.1 The Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Project Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
Name of individual	Individuals Title

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names. Furthermore, the City reserves the right to reject any proposed substitution for any of the above-named individuals, and the City shall have the further right to require that any individual assigned to the Project by the Consultant be removed from the Project and reassigned for good cause.

EXHIBIT C

SECTION 3 CITY'S BASIC DUTIES TO CONSULTANT

3.1 The City shall review any documents submitted by the Consultant requiring the City's decision, and shall render any required decision pertaining thereto in a timely fashion.

3.2 The City shall perform those duties set forth in Paragraphs 3.1 through 3.2 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the Work.

SECTION 4 BASIS OF COMPENSATION

4.1 COMPENSATION (Check Hourly or check Percentage of Work)

___Hourly. Consultant's total compensation shall not exceed $_____ based on services rendered pursuant to Paragraph 2.1 and Exhibit 1 Scope of Services, of this Project Agreement. The City shall pay Consultant an hourly rate for services for each Task Description described below. Billings for each task shall not exceed the amount allocated to each of the following tasks:

Task Description ..... $XXX,XXX

Task Description ..... $XXX,XXX

Task Description..... $XXX,XXX

___Percentage of Work. The City shall compensate the Consultant for an amount not to exceed $_____ based on services rendered pursuant to Exhibit 1 Scope of Services, of this Project Agreement by allocating the estimated percentage of work for each of the tasks set forth in this Section below and as identified in the scope of work for such Project Agreement. Billings for each task shall not exceed the amount allocated to each task.

Task Description ..... $XXX,XXX

Task Description ..... $XXX,XXX

Task Description ..... $XXX,XXX

4.2 Additional services of the Consultant as described in Paragraph 2.4, if any, shall be compensated as follows:

SEE EXHIBIT B OF THE CONTINUING SERVICES AGREEMENT– HOURLY RATES

4.3 If the scope of the Consultant's services are changed materially through no fault of the Consultant, compensation due to the Consultant may be equitably adjusted by written amendment to this Project Agreement, either upward or downward.

SECTION 5 BILLING AND PAYMENTS TO CONSULTANT

5.1 Billing by the Consultant shall be in accordance with EXHIBIT E of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with Section 4 of this Project Agreement and EXHIBIT E of the Continuing Services Agreement.

SECTION 6 TERM

6.1 This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of _____ from the date of execution hereof, unless otherwise terminated pursuant to Section 7.1 or 7.2, or other applicable sections of this Project Agreement. The City's Community Development Director or designee may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed three (3) one-year terms. For Project Agreements associated with a development application review and processing, the "Project Schedule" will be three (3) years or upon completion of the task, whichever occurs first. No further extensions of this Project Agreement shall be effective unless authorized by City Commission action.

SECTION 7 TERMINATION

7.1 TERMINATION FOR CAUSE

7.1.1 This Project Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Project Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

7.2 TERMINATION FOR CONVENIENCE

7.2.1 This Project Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Project Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred, if applicable. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 2.5 of EXHIBIT E of the Continuing Services Agreement.

7.2.2 Under no circumstances shall the City make payment of profit or overhead for work which has not been performed. Additionally, the City shall not make payment for the following items:

7.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

7.2.2.2 Consequential damages;

7.2.2.3 Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Project Agreement;

7.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the Work with reasonable promptness after notice of termination has been given to the Consultant; and

7.2.2.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets.

7.2.2.6 Damage or loss caused by delay.

7.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, staff reports, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the City. All Work product provided under this Section shall be used solely for its intended purpose.

SECTION 8 SEVERABILITY

8.1 If any term or provision of this Project Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Project Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Project Agreement shall be deemed valid and enforceable to the extent permitted by law.

EXHIBIT C

IN WITNESS WHEREOF, the parties hereto have made and executed this Project Agreement on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by SEPI Engineering & Construction, Inc., by and through its (Title of Person Executing Agreement) duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 20__.

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Kimberly A. Kisslan
City Attorney

EXHIBIT C

CONSULTANT

_____

By: _____

____ day of _____, 20__.

AUTHENTICATE:

_____
Title of Person

_____
Type Person's Name

(CORPORATE SEAL)

WITNESSES:

_____

_____

Authorized City Representative's Initials: _____ Authorized Consultant Representative's Initials: _____

EXHIBIT C

EXHIBIT 1

SCOPE OF SERVICES

EXHIBIT D

SUBCONSULTANTS LIST

None

EXHIBIT E

COMPENSATION AND METHOD OF PAYMENT

City agrees to pay the Consultant, as compensation for the consulting services provided for in this Agreement, an amount to be negotiated by the City and the Consultant, in accordance with the provisions of this Agreement and the City Ordinances and/or policy.

1. **METHOD OF BILLING AND PAYMENT**

1.1 The Consultant shall submit invoices no more frequently than once per month to the City's Representative for services performed to date under this Agreement. Said invoice shall include at minimum the items identified in Section 2 below.

1.2 The City agrees that it will make its best efforts to pay the Consultant within thirty (30) calendar days of receipt of the Consultant's proper invoice/correct statement as provided herein.

1.3 Payment will be made to the Consultant at the following address:

SEPI Engineering & Construction, Inc.
One Glenwood, Suite 600
Raleigh, NC 27603

2. **INVOICES**

Consultant invoices must consist of the following:

2.1 **FOR PROJECT SUM WORK/SERVICES**

2.1.1

A. Project Number and Project Name assigned by City
B. Date
C. Billing Period
D. Invoice Number
E. Purchase Order Number
F. The estimated percentage of work completed or hourly depending as specified in the applicable Project Agreement or Letter Agreement. Hourly tasks shall include a summary of services provided and billing rate. Billings shall not exceed the amount allocated to each project. Invoice shall include a summary of fees with accrual of the total and credits for portions paid previously.
G. Amount billed to date on previous invoices
H. Amount paid to date on previous invoices
I. Beginning and ending balance amount
J. When requested by City, Consultant shall provide backup for past and current invoices that record hours, hourly rate costs and expenses so that total hours and costs by tasks may be determined.

2.2 Consultant Pay Requests: The Consultant's payment requests for services shall, where applicable, reflect the allocations as provided in this Agreement and shall state the percentage of completion or hours expended, whichever is applicable, as to each such allocation. The invoice shall bear the signature of the Consultant, which signature shall constitute the Consultant's representation to the City that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the rates billed are correct and in accordance with the rates in EXHIBIT B, that the Reimbursable Expenses, if applicable, included in the invoice have been reasonably incurred, that all obligations of the Consultant covered by prior invoices have been paid in full, and that, to the best of the Consultant's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Consultant that payment of any portion thereof should be withheld. Submission of the Consultant's invoice for final payment and reimbursement shall further constitute the Consultant's representation to the City that, upon receipt from the City of the amount invoiced, all obligations of the Consultant to, others, including its subconsultants, incurred in connection with the Project, will be paid in full.

2.3 The City may withhold payment on items lacking proper support until such support is received and accepted by the City. Disputed items will be deducted from invoices by the City and referred to the Consultant for clarification to avoid delay in payment of undisputed items. Payment by the City of the Consultant's invoices shall be without prejudice to the City" right to audit the Consultant's invoices and to challenge the correctness of the invoice at any time thereafter.

2.4 As soon as practical after City's receipt of a proper invoice consisting of **1)** the Consultant's final statement supported by an invoice, and **2)** a certificate signed by the City's Representative that the work under this Agreement has been satisfactorily completed, the City shall make final payment in an amount which will make the aggregate of all progress payments and the final payment equal to the full amount due under this Agreement. Submission of the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the City that, upon receipt from the City of the amount invoiced, all obligations of the Consultant to others, including its subconsultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the City all documents requested by the City evidencing payment to any and all subconsultants, and all final specifications, plans or other documents as dictated in the Agreement. Acceptance of final payment shall constitute a waiver of all claims against the City by the Consultant.

2.5 Payments otherwise due the Consultant may be withheld in an amount sufficient to satisfy any claim which the City may have against the Consultant.

2.6 The Consultant shall promptly repay to the City, within thirty (30) days after receipt of the City's request, any overpayment by the City.

EXHIBIT F

Sunrise Account No.: _____

Sunrise Project No.: (if applicable)_____

PROJECT TITLE

Letter Agreement No. LA____

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise (City) and SEPI Engineering & Construction, Inc. (Consultant) for On-Demand Planning Services (Continuing Services Agreement) dated _____, this Letter Agreement authorizes the Consultant to provide the services as set forth below. The City and the Consultant hereby agree as follows:

A. INCORPORATION OF CONTINUING SERVICES AGREEMENT

1. All terms and conditions of the Continuing Services Agreement between the City and the Consultant, not specifically modified by this Letter Agreement shall remain in full force and effect and are incorporated into and made a part of this Letter Agreement by this reference as though set forth in full.

B. SCOPE OF SERVICES: The Consultant will perform the following:

1. Provide a general description of the work. The last sentence of the description to read, "The work under this Letter Agreement shall include the following specific tasks:"

   a) _____

   b) _____

C. TERM AND TERMINATION

1. This Letter Agreement shall be effective on the date it is executed by the last party to execute it and shall be effective for a period of two (2) years from the date of execution, unless Letter Agreement is for associated reviews of development applications. For Letter Agreements associated with a development application review and processing, the "Project Schedule" will be three (3) years or upon completion of the task, whichever occurs first. The Letter Agreement may have three (3) one-year Letter Agreement extensions upon approval of the Community Development Director or designee.

2. This Letter Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Letter Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

3. This Letter Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the

Consultant shall be compensated for all services completed pursuant to this Letter Agreement to the satisfaction of the City up to and through the date of termination. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT E of the Continuing Services Agreement and Section F of this Letter Agreement.

4. Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

   a. Anticipated profits or fees to be earned on completed portions of the work;

   b. Consequential damages;

   c. Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Letter Agreement;

   d. Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant;

   e. Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets; and

   f. Damage or loss caused by delay.

D. DELIVERABLES

1. _____

2. _____

E. SCHEDULE

1. Upon receipt of the fully executed Purchase Order and Letter Agreement, the Consultant shall commence services to the City, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in Section B Scope of Services above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

2. No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or the first appearance of

the condition giving rise to such claim. The City's Representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

F. COMPENSATION (Check hourly or Percentage of Work)

1. __Hourly. Consultant's total compensation shall not exceed $_____ based on services rendered pursuant to Section B Scope of Services, of this Letter Agreement. The City shall pay Consultant an hourly rate for services for each Task Description described below. Billings for each task shall not exceed the amount allocated to each of the following tasks:

   Task Description..... $XXX,XXX

   Task Description..... $XXX,XXX

   Task Description..... $XXX,XXX

   OR

2. __ Percentage of Work. The City shall compensate the Consultant for an amount not to exceed $_____ based on services rendered pursuant to Section B Scope of Services, of this Letter Agreement by allocating the estimated percentage of work for each of the tasks set forth in Section F.2 below, as identified in the scope of work for such Letter Agreement. Billings for each task shall not exceed the amount allocated to each task.

   Task Description..... $XXX,XXX

   Task Description..... $XXX,XXX

   Task Description..... $XXX,XXX

G. BILLING AND PAMENTS TO CONSULTANT

1. Billing by the Consultant shall be in accordance with EXHIBIT E of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT E of the Continuing Services Agreement.

H. KEY CONSULTANT PERSONNEL

_____

_____

_____

I. SEVERABILITY

1. If any term or provision of this Letter Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Letter Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Letter Agreement shall be deemed valid and enforceable to the extent permitted by law.

EXHIBIT F

IN WITNESS WHEREOF, the parties hereto have made and executed this Letter Agreement on the respective dates under each signature: the City, signing by and through its (City Manager or Community Development Director), and by SEPI Engineering & Construction, Inc., signing by and through its (Senior Vice President, Director of Growth & Development), the duly authorized officer to execute same.

CITY OF SUNRISE, FLORIDA

By: _____
(Insert "City Manager" or "Community Development Director")

____ day of _____, 20__.

CONSULTANT:

By: _____
(Insert Name of Signatory)
(Insert Title of Signatory)

Authorized City Representative's Initials: _____ Authorized Consultant Representative's Initials: _____