

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

HILLERS ELECTRICAL ENGINEERING, INC.

For

PROJECT AGREEMENT NUMBER: 26-011-HE

WATER TREATMENT PLANT FIRE ALARM SYSTEM UPGRADES

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Hillers Electrical Engineering, Inc. ("Consultant") for Professional Services – Electrical Engineering Services (hereinafter referred to as "Continuing Services Agreement") dated October 1, 2020, this Project Agreement (hereinafter referred to as "Agreement") authorizes the Consultant to provide the services as set forth below:

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 October 1, 2020, not specifically modified by this Agreement, shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY

- 2.1 By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the Consultant for the Project (hereinafter referred to as "the Project") and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project. 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 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 SERVICES
- 2.3.1 Consultant will provide construction management services for the Water Treatment Plant Fire Alarm System Upgrades project, including but not limited to the project management

and engineering services during construction.

2.4 ADDITIONAL SERVICES

The following services of the Consultant are not included in Section 2.3.1, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

- 2.4.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.
- 2.4.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.
- 2.4.3 Preparing drawings and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.
- 2.4.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.
- 2.4.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the work of the Contractor.

2.5 SERVICE SCHEDULE

- 2.5.1 The Consultant shall perform its services expeditiously. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities having jurisdiction over the Project. The City shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. If, in the event the Project is suspended for more than thirty (30) days, the Consultant shall also suspend Services upon request of City. Any time spent on the Project at the request of the City or on the City's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to the Continuing Services Agreement as EXHIBIT "B" Hourly Rates. The schedule, when approved by the City, shall not, except for cause, be exceeded by the Consultant. In the event the City rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the City and to which the City makes no objection shall be a condition precedent for any payment to the Consultant.
- 2.5.2 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, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT "2." 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, which ever shall las occur, shall constitute the Contract Time.

2.5.3 Liquidated Damages – (NOT USED)

2.5.4 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.

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 Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
Mark Luther, PE	Project Manager
Brandon Haas, PE	Professional Design Engineer
Randy Chamness	Lead Designer
Eduardo (Eddie) Vasquez	Construction Inspections
Jose Diaz	Construction Inspections
Partrick Donnelly	Construction Inspections
Thein Niang	Designer

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.

SECTION 3 CITY’S BASIC DUTIES TO CONSULTANT

3.1 The City shall provide the Consultant with adequate information regarding the City’s requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents Phase of design, upon which the

Consultant shall be entitled to rely.

- 3.2 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.
- 3.3 The City shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.
- 3.4 If the City becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the City to the Consultant.
- 3.5 The City shall perform those duties set forth in Sections 3.1 through 3.4 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the work.
- 3.6 The City's review of any documents prepared by the Consultant or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the City's construction program and intent. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

SECTION 4 BASIS OF COMPENSATION

- 4.1 The City shall compensate the Consultant for an amount not to exceed **\$139,052.16** based on services rendered pursuant to Sections 2.3.1 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the phases set forth in Section 4.2. Billings for each phase shall not exceed the amount allocated to each phase.
- 4.2 Payment to the Consultant of the sum set forth in Section 5.1 shall be allocated based on the estimated percentage of work completed for each of the following phases:

<u>Task</u>	<u>Fee</u>
Task 1.0 Project Management.....	\$26,092.80 (18.8%)
Task 2.0 Engineering Services During Construction:	
Task 2.1 Pre-construction Support.....	\$2,545.92 (1.8%)
Task 2.2 Construction Meetings.....	\$12,787.20 (9.2%)
Task 2.3 Requests for Information.....	\$5,328.00 (3.8%)
Task 2.4 Shop Drawings and Submittals.....	\$25,182.72 (18.1%)
Task 2.5 Change Orders.....	\$5,967.36 (4.3%)
Task 2.6 Approval of Request for Payment.....	\$3,790.08 (2.7%)
Task 2.7 Project Administration and Closeout.....	\$4,792.32 (3.5%)
Task 2.8 Substantial and Final Completions.....	\$2,626.56 (1.9%)
Task 2.9 As-Builts and Record Drawings.....	\$3,859.20 (2.8%)
Task 2.10 Resident Project Representative.....	\$46,080.00 (33.1%)
TOTAL.....	\$139,052.16 (100%)

- 4.3 Additional services of the Consultant as described in Section 2.4, if any, shall be compensated as follows:

See EXHIBIT "B" Hourly Rates of the Continuing Services Agreement

- 4.4 Reimbursable Expenses as defined in Section 5 shall be reimbursed to the Consultant by the City as provided in Section 5.
- 4.5 If the scope of the Consultant's services is changed materially through no fault of the Consultant, compensation due to the Consultant shall be equitably adjusted, 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 EXHIBIT "E" of the Continuing Services Agreement and EXHIBIT "2" of this Agreement.
- 5.2 REIMBURSABLE EXPENSES – NOT USED

SECTION 6 TERM

- 6.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect through 1,025 days unless otherwise terminated pursuant to Section 7.1 or 7.2, or other applicable sections of this Project Agreement. The City's City Manager, in their sole discretion, may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed one hundred eighty (180) days. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

SECTION 7 TERMINATION

7.1 TERMINATION FOR CAUSE

- 7.1.1 This 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 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 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 Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. 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.

7.2.2 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:

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 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 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, studies, reports and all other documents and data in the possession of the Consultant pertaining to this 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 Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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 Hillers Electrical Engineering, Inc. by and through its President the duly authorized officer to execute same.

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: _____
Thomas P. Moss
City Attorney

CONSULTANT
Hillers Electrical Engineering, Inc.

By: _____
Mark E. Luther, P.E.
Senior Vice President

____ Day of _____ 2026

AUTHENTICATE:

Jacki Yasin
Administrative Assistant

(CORPORATE SEAL)

WITNESSES:

EXHIBIT "1"

SCOPE OF SERVICES

Project Background

The City of Sunrise (City) has advertised the design for replacement of the legacy fire alarm systems at the Sawgrass Water Treatment Plant Process, Chemical and Mechanical Buildings and the Sawgrass Wastewater Treatment Plant Operations and Maintenance Building. The existing fire alarm system is over 20 years old and requires upgrade to a modern, fully integrated system. The Consultant will provide construction management services during the construction phase of the project.

TASK 1.0 – PROJECT MANAGEMENT

Hillers Electrical Engineering, Inc. ("Consultant") will be responsible for overall coordination and management of the project through its assigned Project Manager. Consultant will ensure completion of tasks and submitting deliverables according to the project schedule and budget, staffing, and identifying and communicating with the City issues that arise, which may impact project progress. This task includes the coordinating, assembling and formatting of deliverables and other internal project management meetings and activities. Consultant will prepare monthly progress reports in support of invoices to describe the current budget and schedule status, project issues requiring discussion or resolution, and number of field observation hours incurred during construction activities.

Under this task, Consultant shall also examine and review all construction schedules, and updates thereof, submitted by any Contractor or supplier in connection with the construction of the Project. Consultant shall advise City in writing with respect to the adequacy and accuracy of any such schedules or updates.

TASK 2.0 – ENGINEERING SERVICES DURING CONSTRUCTION (ESDC)

Task 2.1 - Pre-Construction Support

Consultant shall schedule and attend a Pre-Construction meeting, which shall include Consultant, City, Contractor, and major Subcontractors. The pre-construction meeting shall review and discuss any applicable procedures for contract administration as well as any other items deemed appropriate by Consultant or City.

Task 2.2 - Construction Meetings

During construction, Consultant shall attend meetings with City, Contractor, and others, bi-weekly during active construction period, including specialty meetings with outside entities and agencies, and final / project close-out meetings to review the progress of the Project and final close-out documents. Consultant shall prepare, distribute, and maintain detailed minutes of the meetings under this task.

Task 2.3 - Requests for Information (RFIs)

Consultant will review and respond to requests for information (RFIs) as provided by Contractor. Responses will be provided within a maximum of fourteen (14) calendar days from receipt of RFIs. Consultant will maintain the official log of RFIs received from Contractor, which will be made available to the City for informational purposes on a monthly basis.

Task 2.4 - Shop Drawings and Submittals

Consultant will review, and process, or take other necessary action upon review of Contractor's Shop Drawings, product data, samples, and other submittals. Review and stamp by Consultant of Contractor's submittal shall constitute Consultant's representation to City that such submittal is in conformance with the Contract for Construction within fourteen (14) days. Additional reviews of a particular submittal after a second time it has been reviewed are not included in this effort.

Task 2.5 - Change Orders

Consultant shall review and verify accuracy of proposals and requests for Change Orders from Contractor or City. Upon completion of the review, Consultant will issue a recommendation letter to the City.

Task 2.6 - Approval of Request for Payment

Consultant shall review each Contractor's pay requests and shall, with each pay request, recommend amounts due to Contractor under the Contract for Construction predicated upon: observations of the work as described above, evaluation of Contractor's rate of progress in relation to the remaining Contract time, the Schedule of Values, review of partial and final releases of liens from the contractor's subcontractors and material suppliers and upon evaluation of Contractor's Request for Payment, shall issue recommended approvals for payment to City of such amounts. The issuance of a recommended Approval for Payment shall constitute a representation by Consultant to City that Consultant has made an observation of the work as required in Task 2.12, and that the work has progressed to the level indicated, that the quality of the work meets the requirements of the Contract for Construction, and that, to the best of the knowledge, information and informed belief of Consultant, Contractor is entitled to payment to the amount recommended for approval. City shall be the final interpreter of the amount of payment. Fourteen (14) Request for Payment Reviews are budgeted.

Task 2.7 - Project Administration & Closeout

Consultant shall provide the following administrative and project closeout services: assistance in receiving and reviewing Project close-out documents from the contractor.

Task 2.8 – Substantial and Final Completions

Consultant will conduct a substantial completion walk through each building and provide a punch-list based on field observations of the completed work. A follow-up field visit will be performed for each location to ensure the punch-list items have been completed. Consultant shall determine and recommend in writing to City the date of Substantial Completion and the date of Final Completion of the Project. Consultant's Field Personnel shall witness and verify all tests required by the Contract Documents as well as the installation and operation of equipment and systems by Contractor.

Task 2.9 - As-Builts & Record Drawings

Consultant will review and provide comments on the Contractor's provided as-builts (Electronic submittal from Contractor). Consultant shall prepare Record Drawings based on furnished as-built drawings.

Task 2.10 – Resident Project Representative (RPR)

Consultant will provide a part-time resident project representative for field observation services. The purpose of such field observations shall be to determine the quality, quantity and progress of the work in comparison with the requirements of the Contract for Construction.

Consultant's RPR shall monitor, document, and observe the work of Contractor whenever or wherever appropriate, including any final inspection required by the contract documents over a duration of four hundred twenty-five (425) days (up to substantial completion). The purpose of such inspections shall be to determine the quality, quantity and progress of the work in comparison with the requirements of the Contract for Construction. In making such inspections,

Consultant shall exercise care to protect City from defects or deficiencies in the work, from unexcused delays in the Schedule and from overpayment to Contractor. Following each such inspection Consultant shall submit a written report of such inspection, together with any appropriate comments or recommendations, to City. Furthermore, Consultant shall require and review any and all tests required by law, regulations, ordinances, codes, orders or the Contract Documents and shall report in writing to City the results thereof.

It is anticipated that Consultant's RPR will be on-site part-time, each week, for an average of eight (8) hours per week from Contractor's Notice to Proceed, to Substantial Completion.

Following each such observation Consultant shall submit a written report of such observation (in electronic and hardcopy format), together with any appropriate comments or recommendations, to City. Consultant shall provide periodic photographs of the work and a copy of the observation reports in a project notebook to be delivered to City on a monthly basis. Furthermore, Consultant shall require and review all tests required by the Contract Documents and shall report in writing to City the results thereof.

RPR shall serve as Consultant's liaison with Contractor but shall not, absent written approval from Contractor, communicate with Contractor's subcontractors. RPR shall maintain detailed records related to tests and test results. RPR shall maintain, and keep available, a complete set of Contract Documents including all addenda, change orders, modifications, supplemental drawings, field orders, and directives. RPR shall maintain detailed records of the progress of the work, any problems encountered by Contractor or subcontractors, weather conditions, activities observed when on-site, site visitors, decisions, observations in general, specific observations, manpower on the Project, and items as may be relevant to the progress and quality of the construction.

EXHIBIT "2"

SCHEDULE OF SERVICE

Task:	Duration:
1.0 Project Management	425 days from Notice To Proceed
2.0 ESDC	845 days from Notice of Commencement