

STANDARD AGREEMENT BETWEEN OWNER AND CONSULTANT

This Agreement is made by and between THE CITY OF SUNRISE, SUNRISE, FLORIDA, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "Owner") and ARCHITECTS DESIGN GROUP, INC. (hereinafter referred to as the "Consultant") for services described below to be rendered for the following Project:

ARCHITECTURAL, ENGINEERING, AND CONTRACT ADMINISTRATION SERVICES PUBLIC SAFETY BUILDING MODIFICATIONS

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

ARTICLE I

THE CONSULTANT'S BASIC DUTIES TO THE OWNER

1.1 By executing this Agreement, the Consultant represents to the Owner 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 architecture and engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the Owner that the Consultant will maintain all necessary licenses, permits 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 A, Scope of Services. The Consultant assumes full responsibility to the Owner 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.

1.2 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.

1.3 SCHEMATIC DESIGN

1.3.1 The Consultant shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the Owner to understand the requirements of the Project and shall review its understanding of such requirements with the Owner.

1.3.2 The Consultant shall review and discuss with the Owner any alternative approaches to design and construction of the Project.

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

1.3.3 The Consultant shall prepare and submit to the Owner for review schematic design documents consisting of drawings and other documents illustrating an understanding of the project scope.

1.4 DESIGN DEVELOPMENT – NOT USED

1.5 CONSTRUCTION DOCUMENTS

1.5.1 Upon the Owner's authorization, the Consultant shall prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the Owner.

1.5.2 The Consultant shall assist the Owner in preparing and filing all documents necessary to obtain the approval of authorities having jurisdiction over the Project.

1.5.3 The Consultant shall be responsible for the preparation of bid packages to be made available for distribution to all prospective bidders. Such packages shall include copies of all relevant plans, specifications, and other documents upon which the bidding is to be based. The Consultant shall make copies of complete bid packages available at its office nearest to the project site during normal business hours for all prospective bidders. The Consultant shall be reimbursed by the Owner for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of Section 5.4.

1.5.4 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the Consultant shall make such documents available to all prospective bidders in the same manner as the original bid packages, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section

1.5.4.1 There shall be no additional charges for amendments or clarifications other than as provided in Section 1.5.4.

1.5.5 The Consultant shall coordinate with the Owner during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall attend and direct the pre-bid meeting, which will be held at a location as specified by the Owner.

1.5.6 The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible.

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

1.6 ADMINISTRATION OF CONSTRUCTION

1.6.1 The Consultant shall perform those duties and discharge those responsibilities set forth herein in Paragraphs 1.6.2 through 1.6.8. Furthermore, the Consultant shall perform and be responsible for all services requested of the Consultant by the Owner relating to the interpretation and implementation of the Consultant’s drawings, specifications, or other Contract Documents prepared by the Consultant.

1.6.2 The Consultant shall act on behalf of the Owner only to the extent provided herein and in the Construction Contract.

1.6.3 Toward the end of construction activities, the City shall request the Consultant observe the Work of the Contractor. The purpose of such observation will be to determine the quality and progress of the Work in comparison with the requirements of the Construction Documents and Contract. In making such observations, the Consultant shall exercise care to protect the Owner from defects or deficiencies in the work. Following the site visit, the Consultant shall submit a written report of such observations, together with any appropriate comments or recommendations, to the Owner. The Consultant shall not be responsible for any construction means, methods, sequences or procedures for performing any construction activities.

1.6.5 The Consultant shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Consultant shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

1.6.6 The Consultant shall reject Work which does not conform to the Contract Documents unless directed by the Owner, in writing, not to do so. If directed by the Owner not to reject work, the Owner shall be responsible for the results of such direction. The Consultant shall have the authority to reject work which affects public or personnel safety. Whenever, in the Consultant’s opinion, it is necessary or advisable, the Consultant shall require special inspection or testing of the Work in accordance with the provisions of the Construction Contract whether or not such Work is fabricated, installed or completed.

1.6.7 The Consultant shall review, and take appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples. Appropriate action by the Consultant of the Contractor’s submittal shall constitute the Consultant’s representation to the Owner that such submittal is in conformance with the Construction Documents and Contract, but does hold the Consultant responsible for the accuracy and completeness of details such as dimensions and quantities, or for substantiating instruction for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor of the Project.

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

1.6.8 The Consultant shall, without additional compensation, promptly correct any errors, omissions, deficiencies or conflicts in its plans and specifications required by the authorities have jurisdiction over this project.

1.7 ADDITIONAL SERVICES

The following services of the Consultant are not included in Paragraphs 1.3 through 1.6, nor in Exhibit A, Scope of Services. Nevertheless, the Consultant shall provide such services as related to the project if authorized in writing by the Owner prior to the performance or furnishing of same, and, unless otherwise specified in this Contract, said services shall be paid for by the Owner as provided hereinafter.

1.7.1 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 Owner.

1.7.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the Owner 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.

1.7.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the Owner due to causes not within the control or responsibility of the Consultant, either in whole or in part.

1.7.4 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.

1.7.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the Work of the Contractor.

1.8 SERVICE SCHEDULE

1.8.1 The Consultant shall perform its services expeditiously. If, in the event that construction of the Project is suspended for more than thirty days, the Consultant shall also suspend Construction Administration Services upon request of Owner. Any time spent on the Project at the request of the Owner or on the Owner's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to this contract. The reasonable term of construction upon which the fees for Construction Administration in this contract are based, shall be extended to include the period of construction suspension.

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Authorized Consultant Representative's Initials: _____

1.9 PERSONNEL

1.9.1 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>
Kevin Ratigan	Senior Vice President
Susan Gantt	Vice President

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 Owner reserves the right to reject any proposed substitution for any of the above named individuals, and the Owner 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.

ARTICLE II

THE OWNER'S BASIC DUTIES TO THE CONSULTANT
OTHER THAN COMPENSATION

2.1 The Owner shall provide the Consultant with adequate information regarding the Owner'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.

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

2.3 The Owner shall furnish structural, mechanical, chemical, and other laboratory tests, inspections and reports as required by law or the Construction Contract.

2.4 If the Owner 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 Owner to the Consultant.

2.5 The Owner shall perform those duties set forth in Paragraphs 2.1 through 2.4 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the Work.

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Authorized Consultant Representative's Initials: _____

2.6 The Owner's review of any documents prepared by the Consultant or its Consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner'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.

ARTICLE III

CONSTRUCTION COSTS

3.1 NOT USED

ARTICLE IV

BASIS OF COMPENSATION

4.1 The Owner shall compensate the Consultant for services rendered pursuant to Paragraphs 1.3 through 1.6 and Exhibit A, Scope of Services, of this Agreement by payment of the fixed sum of: \$26,830.00.

4.2 Payment to the Consultant of the sum set forth in paragraph 4.1 shall be allocated as follows

Architecture	\$13,500.00	50 (%)
Mechanical, Electrical, Plumbing	\$5,930.00	22 (%)
Audio Visual	\$7,400.00	28 (%)

4.3 Additional services of the Consultant as described in Paragraph 1.7, if any, shall be compensated as follows:

SEE EXHIBIT "B" – FEE SCHEDULE

4.4 Reimbursable Expenses as defined in Article V, shall be reimbursed to the Consultant by the Owner as provided in Article V.

4.5 If the scope of the Consultant's services are changed materially through no fault of the Consultant, compensation due to the Consultant shall be equitably adjusted, either upward or downward.

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

ARTICLE V

PAYMENTS TO THE CONSULTANT

5.1 CONSULTANT'S INVOICES

5.1.1 The Consultant's invoice shall be accompanied by such documentation or data in support of the status of the Work performed or the Reimbursable Expenses for which reimbursement is sought as the Owner may require.

5.1.2 If payment is requested for services rendered by the Consultant pursuant to Paragraphs 1.3 through 1.6, the invoice shall additionally reflect the allocations as provided in Paragraph 4.2 and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Consultant, which signature shall constitute the Consultant's representation to the Owner that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the Reimbursable Expenses 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 Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Consultant to, others, including its Consultants, incurred in connection with the Project, will be paid in full.

5.2 TIME FOR PAYMENT

5.2.1 The Owner shall make payment to the Consultant of all sums properly invoiced as provided in Paragraph 5.1, within thirty (30) days of the Owner's receipt thereof. Upon receipt of the Consultant's invoice, the Owner shall review and notify the Consultant within 12 working days of receipt of any objection or modification of said invoice. Unless so notified, the invoice shall be deemed accepted and subject to payment provisions. If payment is not received by the Consultant from Owner within forty-five (45) days, the Consultant shall be permitted to charge interest for such outstanding invoices at the rate of 1/2% per month.

5.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

5.3.1 In the event that the Owner becomes credibly informed that any representations of the Consultant, provided pursuant to Subparagraph 5.1.2, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Contract, the Owner may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Contract, and the cause thereof, is corrected to the Owner's reasonable satisfaction. Furthermore, the Owner reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due the Consultant for a particular phase of the work until such time as the particular phase is completed to the Owner's

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satisfaction; said retainage may be withheld at the sole discretion of the Owner and as security for the successful completion of the Consultant's duties and responsibilities under this Contract.

5.4 REIMBURSABLE EXPENSES

5.4.1 Reimbursable Expenses shall mean: expenses incurred by the Consultant and Consultant's Consultants in the interest of the Project, as follows:

Not to exceed \$3,000.00 without prior written authorization by the Owner.

5.4.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement; fees paid for securing approval of authorities having jurisdiction over the Project; actual cost of reproduction, postage and handling of drawings, specifications and other documents; renderings, models and mock-ups requested by the Owner; additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that required in the Request For Qualifications. Reimbursable expenses shall be billed to the CITY for that actual cost of the item without a mark-up or processing fee.

5.5 CONSULTANT'S RECORDS

5.5.1 Documentation accurately reflecting the time expended by the Consultant and his personnel and records of Reimbursable Expenses shall be maintained by the Consultant and shall be available to the Owner for review and copying upon request.

ARTICLE VI

TERM AND TERMINATION

6.1 TERM OF AGREEMENT

6.1.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until a certificate of completion is issued by the City Building Division, unless and until terminated pursuant to Section 6.2 or 6.3, or other applicable sections of this Agreement. Unless otherwise terminated, this Agreement only authorized to be extended by the City Commission.

6.2 TERMINATION FOR CAUSE

6.2.1 This Agreement may be terminated by either party upon three (3) 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 Owner through the date of termination, less any amounts which the Owner 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 Owner pay for profit or overhead on work not performed.

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Authorized Consultant Representative's Initials: _____

6.3 TERMINATION BY THE OWNER WITHOUT CAUSE

6.3.1 This Agreement may be terminated by the Owner without cause upon five (5) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the Owner its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1.

Under no circumstances shall Owner make payment of profit or overhead for services that have not been performed.

ARTICLE VII

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 This Agreement shall be governed by the laws of the State of Florida. Any and all legal action relating to this Agreement will be held in Broward County, Florida.

7.2 MEANING OF TERMS

7.2.1 Terms herein shall have the same meaning as those utilized in the Owner's standard Contract for Construction.

7.3 TIME IS OF THE ESSENCE

7.3.1 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

7.4 USE AND OWNERSHIP OF DOCUMENTS

7.4.1 All finished or unfinished documents, including, but not limited to, detailed reports, studies, plans, CAD drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the Owner or furnished by Consultant pursuant to this Project Agreement shall remain the intellectual property of the Consultant as copywritten material with the Owner having exclusive use of all documents in perpetuity, whether the Project for which they are made is completed or not, and shall be delivered by Consultant to Owner within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The aforementioned CAD drawings will be given to the Owner in an AutoCAD (dwg) electronic format. Project specifications will be given to the owner in MSWord, PDF, or similar electronic format. In no event shall the Consultant use, or permit to be used, any of the documents without the Owner's prior written authorization. Any

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reuse of such documents by the Owner without the written verification or adaptation by the Consultant for the specific purpose intended will be at the Owner's sole risk.

7.4.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, or other data, entered into by the Consultants for a Project shall provide that all such documents and rights obtained by virtue of such subcontracts shall adhere to the same conditions stipulated in section 7.4.1.

7.4.3 All final plans and documents prepared by the Consultant shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, as appropriate, in the State of Florida.

7.5 SUCCESSORS AND ASSIGNS

7.5.1 The Consultant shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, the Owner and the Consultant, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

7.6 NO THIRD-PARTY BENEFICIARIES

7.6.1 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

7.7 INSURANCE

7.7.1 Consultant agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Project Agreement, the following insurance coverage and limits, including endorsements described herein. The requirements contained herein, as well as Owner'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 Project Agreement.

7.7.2 **Commercial General Liability.** Consultant agrees to maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

7.7.3 **Business Automobile Liability.** Consultant agrees to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Consultant does not own automobiles, Consultant agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

7.7.5 **Professional Liability.** Consultant agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$1,000,000** Per Occurrence **\$2,000,000** Annual Aggregate. Consultant agrees to notify the Owner when its Self-Insured Retention (SIR) exceeds **\$25,000**. When a SIR exceeds **\$25,000**, the Owner reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual financial report or audited financial statements to determine the Consultant's financial capacity to satisfy its SIR. When the Consultant's policy is written on a "Claims-Made" basis, the Consultant agrees to maintain a Retroactive Date prior to or equal to the effective date of this Project Agreement. In the event the policy is canceled, 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 Project 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.

7.7.6 **Additional Insured.** Consultant agrees to endorse Owner as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization Endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured shall read "City of Sunrise."

7.7.7 **Waiver of Subrogation.** Consultant agrees by entering into this contract to 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 a 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.

7.7.8 **Certificate(s) of Insurance.** Consultant agrees to provide Owner a Certificate(s) of Insurance evidencing that all coverage, limits, self-insured retentions and endorsements, including renewals thereof, required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty **(30)** day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

CITY OF SUNRISE
Attn: Ann Potter
Purchasing Division
1601 NW 136th Avenue, Building 'A'
Sunrise, Florida 33323

7.7.9 **Umbrella or Excess Liability.** Consultant may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit

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Authorized Consultant Representative's Initials: _____

shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Consultant agrees to endorse Owner as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

7.7.10 Deductibles, Coinsurance Penalties, &/or Self-Insured Retentions. The Consultant agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention.

7.7.11 Right to Revise or Reject. Owner reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the Owner reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally.

7.8 INDEMNIFICATION/HOLD HARMLESS

7.8.1 To the fullest extent permitted by law, the Consultant agrees to indemnify and hold-harmless the City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the Consultant or persons employed or utilized by the Consultant in performance of the Agreement.

7.8.2 To the fullest extent permitted by law, the Consultant agrees to indemnify and hold-harmless the City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the Consultant or persons employed or utilized by the Consultant in performance of the Agreement.

7.9 INDEPENDENT CONTRACTOR

7.9.1 The Consultant is an independent contractor under this Agreement. Personal services provided by the Consultant shall be by employees of the Consultant and subject to supervision by the Consultant, and are not officers, employees, or agents of the Owner. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Consultant.

7.10 NOTICES

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 or other commercial overnight delivery services, with return receipt requested, addressed to the part for whom it is intended, at the place last specified, and the place for giving notice in

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compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR OWNER:

Community Development Department
City of Sunrise
1601 NW 136th Avenue, Building 'A'
Sunrise, Florida 33351
(954) 746-3288

WITH A COPY TO:

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

FOR CONSULTANT:

Mr. Kevin Ratigan
Architects Design Group, Inc.
333 North Knowles Avenue
Winter Park, Florida 32789
(407) 647-1706

7.11 ENTIRE AGREEMENT

7.11.1 This Agreement represents the entire agreement between the Owner and the Consultant and supersedes all prior communications, negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature; the City signing by and through its Mayor, authorized to execute same by City Commission, and by Architects Design Group, Inc., by its duly authorized representative.

CITY OF SUNRISE

By: _____
Michael J. Ryan, Mayor

Date: _____

AUTHENTICATION:

Felicia M. Bravo, City Clerk

Date: _____

(SEAL)

Approved as to form and legal sufficiency:

Office of the City Attorney for Sunrise, Florida
10770 West Oakland Park Boulevard
Sunrise, Florida 33351
Telephone: (954) 746-3300

By: _____
Kimberly A. Kisslan
City Attorney

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

CONSULTANT

ARCHITECTS DESIGN GROUP, INC.

By: _____

(Print Name)

_____ day of _____, 20__.

AUTHENTICATE:

Secretary

Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____



LLC: AA26002047

May 31, 2013
Revised July 24, 2013

Mr. Alan Gavazzi, AIA
City of Sunrise Community Development Department
Capital Projects Division
1601 NW 136th Avenue, Building A
Sunrise, FL 33323

Re: City of Sunrise Public Safety Complex
Building Renovations of the Public Safety Building
Proposal for Mechanical, Electrical, Technology & Architectural
Design, Bidding & Construction Administration Services
(ADG/TLC)
ADG Project No. 906-1.21

Dear Alan:

ADG is pleased to present a proposal for design, permitting & construction administration services for renovations to the first and fifth floors of the existing Public Safety Building. It is our understanding that this work is being done in order to accommodate Broward County's use of the existing Dispatch floor, located on the third floor of the existing building.

The work will include all items listed on the attached notated Drawings A-1.01A, A-101B, and A-1.05. These modifications include minor architectural, power, lighting, HVAC distribution, fire protection modifications, as well as the introduction of a new video wall at fifth floor shell space (Room 5-132) next to the existing server equipment space (Room 5-133).

This proposal, which includes ADG and TLC's proposed scope and fee request, is made as a stand-alone project. The fees requested are summarized as follows:

1. Architects Design Group, Inc.
 - Kick-Off & Existing Conditions Verification Meeting
 - Demolition Plan
 - Floor Plan Modifications
 - Millwork & Misc. Details
 - Finish Schedule & Door Changes
 - On-Drawing Specifications
 - Permitting & Bidding
 - Construction Administration (1 Substantial Completion Visit)
 - A/E Submittal Coordination\$ 13,500.00

- 2. TLC, Inc. (see attached proposal)
 - Mechanical, Electrical & Fire Protection Details & Modifications
 - MEP FP Permitting & Bidding
 - Construction Administration \$ 5,930.00

- 3. TLC, Inc. (see attached proposal)
 - Audio Visual (Video Wall)
 - Technology Permitting & Bidding
 - Construction Administration \$ 7,400.00

- Sub-Total Fee Request.....\$ 26,830.00

- Re-Imbursable Expenses (printing, mailing, mileage, photocopies, etc)\$ 3,000.00

- 4. Total Compensation Request** **\$ 29,830.00**

Please review this revised proposal and let us know if you would like to proceed. I understand that this proposal is intended to become the basis of a Standard Agreement between the City of Sunrise (Owner) and Consultant (ADG / TLC). The schedule to complete work will be issued upon Commission approval of the contract and the City's Notice To Proceed. ADG and TLC are ready to begin the work once we receive a Notice To Proceed/P.O. We are available to respond to any questions or comments that you may have, so please feel free to contact us at your convenience.

Sincerely,



Susan C. Gantt, AIA, LEED AP
Vice President

Cc: Ian Reeves, Kevin Ratigan, Michelle Norek – ADG; Jason Stinchcomb, Tom Munson - TLC

Attachments: Proposal/TLC – MEP FP (May 28, 2013); TLC Technology (Revised July 17, 2013)
 Redlined First & Fifth Floor Plans from City – Drawings A-1.01A, A-1.01B and A-1.05



VIA EMAIL
July 24, 2013

Susan Gantt, AIA, LEED AP

Senior Associate

Architects Design Group

Phone: 407-647-1706

Fax: 407-645-5525

Cell: 407-421-6377

www.adgusa.org

**Re: Sunrise Public Safety Building – 1st & 5th Floor Modifications
Professional Engineering Services Proposal No.: 1**

Dear Susan:

TLC Engineering for Architecture, Inc. (TLC) is delighted to submit the following fee proposal to provide Mechanical, Electrical, & Fire Protection engineering services for the above-referenced project. We look forward to and appreciate the opportunity to work with the ADG (CLIENT) design team on this project.

PROJECT SCOPE

We understand the project is to consist of space re-configuration of approximately 400sqft of existing office area into a new configured office area and misc. equipment additions on the 1st and 5th floors in the existing Public Safety Building located in Sunrise, FL. Our basis of design anticipates the existing fixtures and equipment to be re-used in new configuration to the fullest extent possible. Alterations or additions to the base building source system infrastructure is not anticipate, nor included in this proposal preparation. TLC's proposal is based on information provided in your email on July 24, 2013.

BASIC SCOPE OF SERVICES

Basic Scope of Services shall be as outlined in AIA Document C401 – 2007 Edition – Standard Form of Agreement Between Architect and Consultant, Article 3. TLC shall provide professional engineering and design services for:

- a. Mechanical Engineering
- b. Electrical Engineering
- c. Fire Protection Engineering (Schematics only per FAC 61G15 requirements).

TLC anticipates submittals at the following design stages:

- 100% Construction Documents/Permit Set

Up to one (1) design review meetings are included in TLC's proposed work scope.

Design modifications may occur during the design and construction process, because it is impossible to foresee or anticipate every design issue until the design work is completed. Modifications can result in increases or decreases in actual construction cost. Therefore, it is important that a reasonable allowance or contingency be included in the bid to accommodate any changes in design as developed for this proposal.

Exclusions

- Detailed (line item) cost estimates and/or analysis.
- Value engineering after 100%CD submittal.
- Review of contractors' coordination drawings for purposes of inter-discipline coordination.
- Production of record drawings, which would incorporate field modifications to TLC's original construction documents design, as documented in the field by the contractor and forwarded to TLC. Record drawings (as-builts) shall be the sole responsibility of the contractor.
- Re-design of existing generator "life safety", and/or "legally required standby", or "optional standby" system infrastructure. This existing systems are assumed adequate with appropriate capacity and space in this proposal for all required additions.
- Multiple bid, permit, or construction phases/packages.
- Structural design/engineering.
- Audio/Visual, Communication, Data, Voice, Security, Access control, etc. system design (raceways and junction boxes included in base proposal).
- TLC's fee and services does not include any required changes to basic infrastructure upstream of branches of systems such as electrical distribution, mechanical core units/distribution, water service, fire service, or fire alarm panels, etc. All of these existing infrastructure system and distribution are assumed adequate in this proposal for this scope of work. If any of such is found out to not be the case by TLC, Owner, Contractor, or Reviewers (during or after design) additional services will be required to re-design base infrastructure to accommodate changes as required.

PROPOSED CONSTRUCTION PHASE SERVICES

Additional Construction Phase Services provided for this project shall include:

1. Response to bidder questions.
2. Response to local permitting official's comments.
3. Response to Contractor's Request for Information (RFI) during the construction period.
4. A total of 3 site visits to become generally familiar with the progress and quality of the construction work in order to determine if the work is being performed in general accordance with the construction documents. (The mix of mechanical/electrical/fire protection field representation may change based on the needs of the project during the construction phase). Substantial completion and final inspection, if requested, would each constitute a site visit.

INFORMATION TO BE FURNISHED BY THE ARCHITECT/CLIENT

In addition to Architect's Responsibilities defined in AIA Document C401 – 2007 Edition – Standard Form of Agreement Between Architect and Consultant, Article 5, specific information and material that impacts the design shall be provided to TLC as shown in ATTACHMENT A.

ADDITIONAL SERVICES

Additional services, when requested in writing by ADG, shall be performed for additional compensation. Additional Services are as defined in AIA Document B101– 2007 Edition –Standard Form of Agreement Between Owner and Architect, Article 4. Additional Services also include those items shown in ATTACHMENT B.

TLC shall submit the estimated additional services cost for approval and authorization prior to proceeding with a design.

FEE

We propose to provide the above-described basic scope of services for the following fee structure:

Breakdown	Div. Director	Sr. Eng	Proj. Eng	Des g	Tech/ Admin	Task Sub Totals
RATE	\$195	\$165	\$135	\$85	\$60	
TASK						
Meeting	0	2	0	0	0	\$330
100% Permit	0	2	0	32	16	\$4,010
CA	0	2	0	12	4	\$1,590
Eng Sub Totals	\$0	\$990	\$0	\$3,740	\$1,200	
TOTAL FEE						\$5,930

We propose to provide Additional Services for an hourly rate per the TLC rate schedule shown in Attachment D.

Billing will be monthly, based upon % of services completed. Payment is due within 15 days of receipt of payment from Owner.

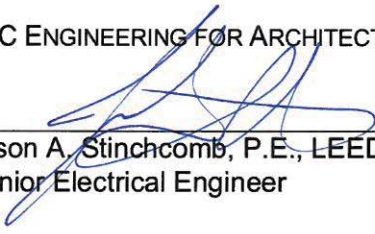
If this proposal is acceptable, your signature below will confirm TLC's authorization to proceed. Retain one copy and return one copy to TLC Engineering for Architecture, Inc. at the address on page 1 of this proposal. This authorization constitutes CLIENT's commitment to pay the fee and reimbursable expenses, and represents that approval has been received by CLIENT from the Owner. Alternatively, TLC can enter into a contract agreement with CLIENT using AIA Document C401 – 2007 Edition – Standard Form of Agreement Between Architect and Consultant. Please refer to ATTACHMENT C for Special Conditions to the Agreement.

We look forward to your favorable selection of TLC and the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments.

Yours truly,

TLC ENGINEERING FOR ARCHITECTURE, INC.

ADG - Client


 Jason A. Stinchcomb, P.E., LEED-AP, CxA
 Senior Electrical Engineer

By: _____

 Print Name and Title

 Erick Gonzalez P.E., LEED-AP, CxA
 South Florida Operation Director

 Date



July 24, 2013

Susan Gantt, AIA, LEED AP
Senior Associate
Architects Design Group
333 N. Knowles Avenue
Winter Park, FL 32789

Re: Sunrise Public Safety Building – 5th Floor Modifications
Professional Engineering Services Proposal

Dear Susan:

TLC Engineering for Architecture, Inc. (TLC) is delighted to submit the following fee proposal to provide audio/visual engineering services for the above-referenced project. We look forward to and appreciate the opportunity to work with the ADG design team on this project.

PROJECT SCOPE

We understand the project is to consist of space re-configuration of existing 5th floor office area and shell space into a new configured office area and misc. equipment additions in the existing Public Safety Building located in Sunrise, FL. Our basis of design anticipates the existing fixtures and equipment for the most part, to be re-used in new configuration to the fullest extent possible. Alterations or additions to the base building source system infrastructure, has been requested to include a new video wall. TLC's proposal is based on information provided in your email on May 24, 2013 with supplemental information provided on 07/24/2013.

BASIC SCOPE OF SERVICES

Basic Scope of Services shall be as outlined in AIA Document C401 – 2007 Edition – Standard Form of Agreement Between Architect and Consultant, Article 3. TLC shall provide professional engineering and design services for:

- a. Audio/visual

TLC anticipates submittals at the following design stages:

- 100% Construction Documents/Permit Set

Up to one (1) design review meetings are included in TLC's proposed work scope.

Design modifications may occur during the design and construction process, because it is impossible to foresee or anticipate every design issue until the design work is completed. Modifications can result in increases or decreases in actual construction cost. Therefore, it is important that a reasonable allowance or contingency be included in the bid to accommodate any changes in design as developed for this proposal.

Exclusions

- Detailed (line item) cost estimates and/or analysis.
- Value engineering after 100%CD submittal.
- Review of contractors' coordination drawings for purposes of inter-discipline coordination.
- Production of record drawings, which would incorporate field modifications to TLC's original construction documents design, as documented in the field by the contractor and forwarded to TLC. Record drawings (as-builts) shall be the sole responsibility of the contractor.
- Multiple bid, permit, or construction phases/packages.
- Structural design/engineering.
- TLC's fee and services does not include any required changes to basic infrastructure at the headend of system equipment. All of these existing infrastructure system and distribution are assumed adequate in this proposal for this scope of work. If any of such is found out to not be the case by TLC, Owner, Contractor, or Reviewers (during or after design) additional services will be required to re-design base infrastructure to accommodate changes as required.

PROPOSED CONSTRUCTION PHASE SERVICES

Construction Phase Services provided for this project shall include:

1. Response to bidder questions.
2. Response to local permitting official's comments.
3. Response to Contractor's Request for Information (RFI) during the construction period.
4. A total of 2 site visits to become generally familiar with the progress and quality of the construction work in order to determine if the work is being performed in general accordance with the construction documents (field representation may change based on the needs of the project during the construction phase). Substantial completion and final inspection, if requested, would each constitute a site visit.

INFORMATION TO BE FURNISHED BY THE ARCHITECT/CLIENT

In addition to Architect's Responsibilities defined in AIA Document C401 – 2007 Edition – Standard Form of Agreement Between Architect and Consultant, Article 5, specific information and material that impacts the design shall be provided to TLC as shown in ATTACHMENT A.

ADDITIONAL SERVICES

Additional services, when requested in writing by ADG, shall be performed for additional compensation. Additional Services are as defined in AIA Document B101– 2007 Edition –Standard Form of Agreement Between Owner and Architect, Article 4. Additional Services also include those items shown in ATTACHMENT B.

TLC shall submit the estimated additional services cost for approval and authorization prior to proceeding with a design.

FEE

We propose to provide the above-described basic scope of services for the following fee structure:

Breakdown	Div. Director	Sr. Eng	Proj. Eng	Desg	Tech/ Admin	Task Sub Totals
RATE	\$195	\$165	\$135	\$85	\$60	
TASK						
Meeting	0	8	0	0	0	\$1,320
100% Permit	0	8	0	24	8	\$3,840
CA	0	8	0	8	4	\$2,240
Eng Sub Totals	\$0	\$3,960	\$0	\$2,720	\$720	
TOTAL FEE						\$7,400

We propose to provide Additional Services for an hourly rate per the TLC rate schedule shown in Attachment D.

Billing will be monthly, based upon % of services completed. Payment is due within 15 days of receipt of payment from Owner.

If this proposal is acceptable, your signature below will confirm TLC’s authorization to proceed. Retain one copy and return one copy to TLC Engineering for Architecture, Inc. at the address on page 1 of this proposal. This authorization constitutes CLIENT’s commitment to pay the fee and reimbursable expenses, and represents that approval has been received by CLIENT from the Owner. Alternatively, TLC can enter into a contract agreement with CLIENT using AIA Document C401 – 2007 Edition – Standard Form of Agreement Between Architect and Consultant. Please refer to ATTACHMENT C for Special Conditions to the Agreement.

We look forward to your favorable selection of TLC and the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments.

Yours truly,

TLC ENGINEERING FOR ARCHITECTURE, INC.

ARCHITECT DESIGN GROUP



By:

 Daniel T. Hunter, PE, RCDD, CTS-D
 Project Engineer/Manager

 Print Name and Title



 Thomas L. Munson, RCDD, CTS, CPTED
 Principal / Division Director
 Communications, Technology & Security

 Date

EXHIBIT 'B'

ARCHITECTS DESIGN GROUP, INC.
ADDITIONAL SERVICES HOURLY RATES
Effective January 2013 to December 2014

Per hour rates of the Architects, Interior Designers and other personnel are established as follows:

Principals.....	178.00/hr.
Studio Department Principals/Project Architects.....	158.00/hr.
Associates.....	132.00/hr.
Project Managers.....	132.00/hr.
Designers.....	79.00/hr.
Draftsperson I.....	66.00/hr.
Draftsperson II.....	59.00/hr.
Senior Draftsperson.....	79.00/hr.
Computer Supervisor.....	86.00/hr.
Threshold Inspector (Certified).....	75.00/hr.
Construction Administrators.....	\$102.00/hr.
Specification Writer.....	89.00/hr.
Accounting Services.....	75.00/hr.
Staff (Clerical).....	45.00/hr.
Graphic Designer.....	65.00/hr.
Interior Design Principal.....	95.00/hr.
Interior Design Designer.....	70.00/hr.
Interior Design Specification Writer.....	69.00/hr.
Interior Design Draftsperson I.....	60.00/hr.

TLC Standard Hourly Rates
Professional Engineering Services Proposal
July 24, 2013

TLC Engineering for Architecture, Inc.

BILLING FACTOR	DESIGNATION	8/1/12 - 7/31/13 BILLING RATES
6	Director	\$ 195
5	Senior Engineer, Manager	165
4	Project Engineer, Manager	135
3	Engineer, Specialist	105
2	Graduate Engineer, Designer, Administrative Secretary	85
1	Technician, Secretary, Intern, Clerical	60

Rates subject to change with 30 days prior notice.

Forensic Engineering and Special Consulting – 1.5 to 2.0 times normal billing rate