

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

STANTEC CONSULTING SERVICES INC.

For

**NW 25th Court Traffic Calming Project
Nob Hill Road to University Drive**

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and **STANTEC CONSULTING SERVICES INC.**, ("Consultant") for Miscellaneous Civil Engineering Services (hereinafter referred to as "Continuing Services Agreement") dated December 20, 2017, 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 December 20, 2017, 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.
- 1.2 The Consultant shall provide comprehensive engineering services to the City's Utilities Department, as specified in EXHIBIT "1", Scope of Services.

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 SCHEMATIC DESIGN

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Authorized Consultant Representative's Initials: _____

- 2.3.1 The Consultant shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the City to understand the requirements of the Project and shall review its understanding of such requirements with the City.
- 2.3.2 The Consultant shall furnish to the City a preliminary written evaluation of such information in light of any Project budget requirements.
- 2.3.3 The Consultant shall review and discuss with the City any alternative approaches to design and construction of the Project.
- 2.3.4 The Consultant shall prepare and submit to the City for its review schematic design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components. The City shall be responsible for furnishing a legal description and any necessary survey(s) of the site, including, as may be reasonably required, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings and other improvements; and information concerning available service and utility lines above and below grade, including inverts and depths.
- 2.3.5 The Consultant shall submit to the City an estimate of probable construction costs for the Project.

2.4 DESIGN DEVELOPMENT

- 2.4.1 Based on the schematic design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare and submit to the City for its review, design development documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems; landscape architectural and irrigation design; materials and such other elements as may be appropriate.
- 2.4.2 The Consultant shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5 CONSTRUCTION DOCUMENTS

- 2.5.1 Upon the City'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 City.
- 2.5.2 The Consultant shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.
- 2.5.3 The Consultant shall assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project.

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- 2.5.4 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 City for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of Section 6.2 of this Agreement.
- 2.5.5 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 prepare for the City's approval written addenda as appropriate to interpret, clarify or expand the bidding documents. The Consultant shall make such documents available to all prospective bidders in a manner acceptable to the City, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 2.5.4. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.5.4.
- 2.5.6 The Consultant shall coordinate with the City during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall attend the pre-bid meeting, which will be held at a location as specified by the City.
- 2.5.7 The Consultant shall be available as necessary to assist the City in the evaluation of all bids received for determination of compliance with the bidding requirements. 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; however, the Consultant shall assist the City as necessary in making such determination.
- 2.5.8 The Consultant will investigate, study, and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same.

2.6 ADMINISTRATION OF CONSTRUCTION – **NOT USED**

2.7 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.6, 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.

- 2.7.1 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 City.
- 2.7.2 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.

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- 2.7.3 Preparing drawings, specifications 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.
- 2.7.4 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.
- 2.7.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the work of the Contractor.

2.8 SERVICE SCHEDULE

- 2.8.1 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 have 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. 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. This 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.
- 2.8.2 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.
- 2.8.3 Liquidated Damages: - **NOT USED**
- 2.8.4 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

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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.

2.8.5 Notwithstanding the provisions of Subparagraph 2.8.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract and the Consultant's Contract Administration Services are materially extended by the City as a direct result thereof and through no fault of the Consultant, the Consultant shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement.

2.9 PERSONNEL

2.9.1 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>
Terrance Glunt	Principal
Jeff Crews	Senior Engineer (Traffic)
John Nel	Senior Engineer (Electrical)
Shehab Bata	Project Engineer (Traffic)
Brad Buchanan	Project Engineer (Electrical)

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

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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 CONSTRUCTION COSTS

- 4.1 If the cost of construction exceeds the cost agreed upon by the City by more than 5% of the lowest bona fide bid or negotiated proposal, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the City. Absent negligence on the part of the Consultant in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Consultant's responsibility arising from the establishment of such construction costs, and having done so, the Consultant shall be entitled to compensation for all other services performed, in accordance with this Agreement.

SECTION 5 BASIS OF COMPENSATION

- 5.1 The City shall compensate the Consultant for an amount not to exceed **\$59,580.00** based on services rendered pursuant to Sections 2.3 through 2.6 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 5.2. Billings for each phase shall not exceed the amount allocated to each phase.
- 5.2 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:

Schematic Design:	\$8,840.00	(15%)
Photometric Analysis:	\$4,320.00	(7%)
Design Development:	\$27,440.00	(46%)
Construction Documents:	\$16,770.00	(28%)
Bidding Assistance:	\$1,710.00	(3%)
Reimbursable Expenses:	\$500.00	(1%)

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5.3 Additional services of the Consultant as described in Section 2.7, if any, shall be compensated as follows:

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

5.4 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the Consultant by the City as provided in Section 6.

5.5 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.

SECTION 6 BILLING AND PAYMENTS TO CONSULTANT

6.1 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.

6.2 REIMBURSABLE EXPENSES

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

Not to exceed **\$500.00** without prior written authorization by the City.

6.2.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement in accordance with Section 2-2 of the Code of Ordinance of the City of Sunrise, Florida; 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 City; additional insurance coverage or limits, including professional liability insurance, requested by the City in excess of that required in the Request For Qualifications. The Consultant shall only be reimbursed for the direct cost of the item without additional mark-up. Costs for meals, snacks, and beverages are not considered a reimbursable expense.

SECTION 7 TERM

7.1 This 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 one (1) year from the date of execution hereof, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. The City's Capital Projects Director may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed 180 days. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

SECTION 8 TERMINATION

8.1 TERMINATION FOR CAUSE

8.1.1 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

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Authorized Consultant Representative's Initials: _____

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.

8.2 TERMINATION FOR CONVENIENCE

8.2.1 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.

8.2.2 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:

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

8.2.2.2 Consequential damages;

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

8.2.2.4 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

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

8.2.2.6 Damage or loss caused by delay.

8.3 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 9 SEVERABILITY

9.1 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

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Authorized Consultant Representative's Initials: _____

every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

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Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

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 Stantec Consulting Services Inc., signing by and through its Principal duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan
_____ day of _____, 20__.

AUTHENTICATION:

City Clerk

(SEAL)

Approved as to form for the City:
Kimberly A. Kisslan, City Attorney

By: _____
Kimberly A. Kisslan
City Attorney

CONSULTANT

By: _____

____ day of _____, 20__.

AUTHENTICATE:

Secretary

Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

EXHIBIT "1"

SCOPE OF SERVICES

**ENGINEERING SERVICES FOR NW 25TH COURT TRAFFIC CALMING PROJECT
NOB HILL ROAD TO UNIVERSITY DRIVE**

GENERAL DESCRIPTION OF THE PROJECT

The project shall include engineering consulting services for design, permitting, specifications, construction documents, and bidding assistance for the construction of traffic calming elements on the NW 25th Court road segment between Nob Hill Road and University Drive. The project shall consist of a study of current roadway conditions where opportunities to improve existing traffic calming elements and the introduction of new traffic calming elements are to be identified within the corridor. Additionally, as a continuation to an already performed lighting study on NW 25th Court, between Nob Hill Road and Pine Island road, this project shall conduct a lighting analysis on the remainder of the road segment between Pine Island Road and University Drive. The results of this photometric analysis shall determine if the lighting levels at each of the proposed traffic calming elements are acceptable. Should lighting levels be found to be unacceptable, then additional lights, complete with new pole and fixture, shall be recommended to the City with locations incorporated into the roadway plans.

PROJECT SCOPE

Task 1 – Schematic Design

Subtasks – Evaluation of Existing Traffic Calming Elements - (Between Nob Hill Road & Pine Island Road)

The City shall provide the Consultant all available data related to the recently constructed traffic calming project on the NW 25th Court road segment, between Nob Hill Road and Pine Island Road, including CAD and PDF as-built plans, engineering plans, surveys, reports, studies, construction documents, etc. The Consultant shall perform a comprehensive review of all available documents and conduct the necessary field visits to evaluate the effectiveness of the newly constructed traffic calming elements. If improvements to the existing traffic calming elements are deemed to be warranted as a result of the review, the Consultant shall deliver a technical memorandum to the City with a minimum of two (2) conceptual design options. A workshop shall be conducted to discuss the conceptual design and it shall be reviewed by all Stakeholders including, but not limited to, affected residents, Fire and Police Departments, and the Community Development Department.

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

Subtasks – Evaluation of Existing Traffic and Road Conditions- (Between University Drive & Pine Island Road)

The Consultant shall perform a minimum of two (2) site visits to document existing field conditions on the NW 25th Court Road segment between University Drive and Pine Island Road and review all available existing documentation related to the project. These activities include, but are not limited to, field truth locations of existing light poles and any other physical feature that will be impacted by the proposed design, review traffic studies & conceptual designs, and perform night-time light level readings to compare to photometric analysis. Consultant shall deliver a technical memorandum to the City with a minimum of two (2) conceptual design options. A workshop shall be conducted to discuss the conceptual design and it shall be reviewed by all Stakeholders including, but not limited to, affected residents, Fire and Police Departments, and the Community Development Department.

Subtasks – Utility Coordination

The Consultant shall research existing utilities in the work area and manage the utility coordination with respect to contacting City personnel and Sunshine One to set up field meetings with the locate crews. It is assumed that the City shall provide field locates for all water, sewer, drainage, irrigation and gas infrastructure. Underground Utility location services to verify locations and depths of underground utilities are not included in this contract.

Task 2- Photometric Analysis

Subtasks – Coordination of Conceptual Design

The Consultant shall perform photometric analysis of the three (3) proposed traffic calming element locations based on existing light pole locations and fixtures in use. The analysis shall assume that the old fixtures are operating as if they were new, just installed, so that a measure of deterioration can be determined when compared to the light level readings obtained in the field. The Consultant shall develop a second photometric plan that would incorporate City chosen upgraded light fixtures at existing pole locations and compare to the first photometric analysis. Both photometric plans shall be evaluated in terms of compliance with vehicular traffic safety guidelines as defined by Broward County Streets Manual, Florida Greenbook Standards, and the City of Sunrise Land Development Code, to ensure the required lighting levels of the corridor are being met.

Based on the finding of these analyses, the Consultant shall provide a technical memorandum attesting that, either, lighting levels are adequate given the existing pole locations and newly upgraded light fixtures, or, if new poles will need to be added at locations near the three (3) proposed traffic calming element locations in order to meet minimum standards.

Task 3 – Design Development

Subtasks – Roadway and lighting plans

Once the traffic calming and lighting concepts have been approved by the City, the consultant shall prepare construction plans, calculations and specifications for the project consisting of:

1. Traffic Calming Element Design – The construction plans will include information consisting of the horizontal and vertical controls for each traffic calming element location, dimensions, configuration, typical sections, grades, pavement and curbing and street lighting modifications as needed. All ancillary details, such as earthwork, sidewalk, driveway, tree removal/relocation, sodding, irrigation repairs, etc. shall be included in the design; complete for the purposes of eventual construction. It is assumed that the traffic calming element locations selected in the concept phase will not require any drainage modifications other than to account for storm water runoff into the swales adjacent to the roadway. However, positive drainage shall be integrated into the design to ensure that all storm water is transported to the existing swales via sheetflow in an acceptable manner without creating any areas of standing water on the roadway.
2. Technical Specifications in Construction Specification Institute (CSI), Current Division 2 through 48, 8 ½" x 11" format as applicable shall be supplied at the end of this task.
3. An Opinion of Probable Costs (OPC), organized by pay item, shall be supplied at the end of this task in Excel format usable by the City to develop a Bid Blank for the project. It is assumed that the project will be bid with three (3) locations inclusive of all work at each location.

Task 4 – Construction Documents

Subtasks – Project Permit Preparation and Processing

The Consultant shall submit documents for review to the City at the following stage including:

- 60% plans with a specifications outline
- 90% plans with specifications and OPC

The Consultant shall prepare and submit design development documents consisting of drawings and other documents to fix and describe the size and character of the project to all applicable departments and agencies having jurisdiction within the project limits including, but not limited to, the City's Community Development Department (CDD), and Broward County Traffic Engineering (BCTE) for review and approval.

The Consultant shall meet with City staff after each submittal to discuss all comments. The purpose of these meetings will be to review the comments, discuss revisions and design decisions associated with the project, concluding the meeting with an approved set of percent complete deliverables for the project. The Consultant Shall address all comments and revise the work as applicable to the following phase of development for the work. Any significant redesign will be provided as an additional service.

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The drawings shall be developed and printed in 24" x 36" and 11" x 17" format. Final drawings and documents shall also be provided to the City in electronic format (CADD and PDF files).

Subtasks – Final Construction Documents

The Consultant shall submit documents for review to the City that represent the final documents that will be advertised and bid for construction. These shall include the updated sets of plans revised with comments from the 90% phase submittal. In addition, the Technical Specifications, OPC, and approvals from all agencies shall be finalized. Once the City reviews the final submittal, revisions shall be addressed to plans, specifications and the OPC to make the package ready for advertisement to the Contractors. The Consultant shall also prepare an estimate of construction time for the project. The final bid package shall include the following:

Task 5 – Bidding Assistance

The Consultant shall participate in the pre-bid conference, including site visit. The Consultant shall assist in addressing RFI's on behalf of the City. The Consultant shall provide any and all necessary technical information enabling the City to issue addenda in response to contractor questions. If requested by the City, once bids are received, Consultant shall review the bids, prepare a bid tabulation sheet and check references of the lowest bidders to determine the most responsive and responsible bidder as part of this scope. The Consultant shall provide the City with a letter of recommendation based upon its findings.

To Be Provided by City

The following items are to be provided to the Consultant by the City:

1. All available as-built plans, engineering plans, surveys, reports, studies, and construction documents for NW 25th Court, between Nob Hill Road and Pine Island Road that are part of the recently constructed traffic calming elements.
2. All available drawings, conceptual plans, reports, correspondence, and studies for NW 25th Court, between Pine Island Road and University Drive that part of the proposed traffic calming elements.
3. Topographic survey of for NW 25th Court, between Pine Island Road and University Drive. The City shall provide to the Consultant a topographic survey of the project area at each of the three (3) traffic calming element locations identified in the concept drawings in the road segment between Pine Island Road and University Drive. The survey shall identify and record all above ground features at each location, with an additional 100 feet of roadway on each end of those areas. Survey features included in the survey shall include, but not limited to, roadway, curb, sidewalk, driveways, trees, light poles, mailboxes, drainage and utility items within the right of way. Survey shall also establish a GPS control network for all vertical and horizontal positioning based on the local Broward County Engineering Dept. Control Network, NGS, or FDOT Project Control Networks and Benchmarks. Project survey shall be established in NAVD-88 datum. A continuous baseline shall be established that provides stationing for use in the design which shall be a continuation of the stationing used in the first phase of traffic calming.

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Authorized Consultant Representative's Initials: _____

Deliverables

1. Technical memorandum discussing the effectiveness of the existing traffic calming elements on NW 25th Court between Nob Hill Road and Pine Island Road. If improvements are recommended, the memorandum shall include at a minimum two (2) remediation conceptual design options.
2. Technical memorandum discussing the proposed traffic calming elements on NW 25th Court between Pine Island Road and University Drive including at a minimum two (2) conceptual design options.
3. Technical memorandum discussing night-time light level readings, and photometric analysis results.
4. 60% plans with a specifications outline
5. 90% plans with specifications and OPC
6. All approvals from applicable departments and agencies.
7. Final construction documents including signed/sealed final plans (electronic and printed), OPC, and technical specifications.

Fee Breakdown

Contract Task	Fee Amount
Schematic Design	\$8,840.00
Photometric Analysis	\$4,320.00
Design Development	\$27,440.00
Construction Documents	\$16,770.00
Bidding Assistance	\$1,710.00
Reimbursable Expenses	\$500.00
TOTAL	\$59,580.00

EXHIBIT "2"

PROJECT SCHEDULE

CONTRACT TASK	DURATION (Calendar Days)
Schematic Design	90
Photometric Analysis	30
Design Development	60
Construction Documents	45
Bidding Assistance	45

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Authorized Consultant Representative's Initials: _____