

**STANDARD PROJECT AGREEMENT NO. 20-007-KH**

**Between**

**THE CITY OF SUNRISE**

**And**

**KIMLEY-HORN AND ASSOCIATES, INC.**

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Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Kimley-Horn and Associates, Inc. ("Consultant") for Professional Landscape Architecture Services (hereinafter referred to as "Continuing Services Agreement") dated April 28, 2015, this Project Agreement authorizes the Consultant to provide the services as set forth below which are identified as Item 47 in Exhibit A "Project List" of the Continuing Services Agreement:

**CITY BUS SHELTER DESIGN**

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

**SECTION 1 – INCORPORATION OF CONTINUING SERVICES AGREEMENT**

1.1 All terms and conditions of the "Continuing Services Agreement" (Continuing Services Agreement) between the City and the Consultant dated April 28, 2015, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

**SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY**

2.1 By executing this Project Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the consultant for the project (hereinafter referred to as "the Project") and is licensed to practice landscape architecture by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the City that the Consultant will maintain applicable 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 A, Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants, and of all others employed or retained by the Consultant in connection with the Project.

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

2.3 NOT USED

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

## 2.4 DESIGN DEVELOPMENT

2.4.1 Based on the schematic designs approved under a previous Letter Agreement, 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 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, electrical systems, and such other elements as may be appropriate.

## 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 applicable documents to obtain the approval of authorities having jurisdiction over the Project.

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 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.

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 the City who shall distribute the addenda to all prospective bidders, 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 (NOT USED)

## 2.7 ADDITIONAL SERVICES

The following services of the Consultant are not included in Paragraphs 2.3 through 2.6, 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 City prior to the performance or furnishing of same, and, unless otherwise specified in this Contract, 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.

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 as may reasonably be necessary for the orderly progress of the Consultant's services. The Consultant shall submit for the City's approval a schedule for the performance of the Consultant's services which 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 that construction of the Project is suspended for more than thirty (30) days, the Consultant shall also suspend Construction Administration 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 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. 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 "B". 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 last occur, shall constitute the Contract Time.

### 2.8.3 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 time activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

2.8.5 Notwithstanding the provisions of paragraph 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 Contract for Construction or the Contractor is granted an extension of the time to complete performance under the Contract for Construction 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 "A". The amount of compensation due by the Consultant under this paragraph shall be pursuant to an approved Amendment to the Project Agreement

### 2.9 PERSONNEL

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

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

<u>NAME</u>	<u>FUNCTION</u>
Jonathan Haigh, PLA, ASLA	Project Manager

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 Paragraphs 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 consultants 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, assuming bids are received within 90-days of the Consultant's final Opinion of Construction Costs, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

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. If bids are received more than 90-days after the Consultant's Final Opinion of Cost, then Consultant shall be compensated for all efforts required to reduce the construction costs. 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 Project Agreement.

## **SECTION 5 BASIS OF COMPENSATION**

5.1 The City shall compensate the Consultant for services rendered pursuant to Paragraphs 2.3 through 2.6 and Exhibit A, Scope of Services, of this Project Agreement by payment of the fixed sum of: \$46,855.

5.2 Payment to the Consultant of the sum set forth in paragraph 5.1 shall be allocated as follows:

Task 1 – Surveying Services .....	\$5,100	(10.88%)
Task 2.1 – Design Development/Fabricator Coordination .....	\$16,380	(34.96%)
Task 2.2 – Construction Documents .....	\$14,895	(31.79%)
Task 3 – Regulatory Agency Permitting .....	\$9,980	(21.30%)
Reimbursable Expenses .....	\$500	(1.07%)

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

SEE EXHIBIT "B" OF THE CONTINUING SERVICES AGREEMENT– FEE SCHEDULE

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 may be equitably adjusted by written amendment to this Project Agreement, 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 Section 5 of this Project Agreement and EXHIBIT "E" of the Continuing Services Agreement.

## 6.2 REIMBURSABLE EXPENSES

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

Not to exceed \$500 without prior written authorization by the City.

6.2.1.1 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 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. Cost for meals, snacks, and beverages are not considered a reimbursable expense.

## **SECTION 7 TERM**

7.1 This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of two (2) years from the date of execution hereof, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Project Agreement. The City's Utility Director may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed one (1), one-year terms. No further extensions of this Project Agreement shall be effective unless authorized by City Commission action.

## **SECTION 8 TERMINATION**

### 8.1 TERMINATION FOR CAUSE

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

### 8.2 TERMINATION FOR CONVENIENCE

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

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

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

## **SECTION 9 SEVERABILITY**

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

## **SECTION 10 GOVERNING LAW**

10.1 This Agreement shall be governed by the laws of the State of Florida. Except as set forth in Section 14 of the Continuing Services Agreement, should the Parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for their own attorney's fees and costs. The venue for any litigation between the parties will be Broward County, Florida. Both Parties hereby agree to waive a jury trial in any action between them, and will proceed to a trial by judge if necessary.

[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 Kimley-Horn and Associates, Inc. by and through its Vice President, the duly authorized officer to execute same.

**CITY OF SUNRISE, FLORIDA**

By: \_\_\_\_\_  
Mayor Michael J. Ryan  
\_\_\_\_ day of \_\_\_\_\_, 2020.

AUTHENTICATION:

\_\_\_\_\_  
Felicia M. Bravo, City Clerk

(SEAL) Seal

Approved as to form:

Kimberly A. Kisslan, City Attorney  
City of Sunrise  
10770 W. 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**

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_  
Kevin Schanen, PE

TITLE: Vice President

\_\_\_\_ day of \_\_\_\_\_, 2020.

AUTHENTICATE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jonathan Haigh, PLA, ASLA  
Project Manager

(CORPORATE SEAL)

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

## Exhibit A

### PROJECT UNDERSTANDING

The City of Sunrise is seeking professional services for assistance in the development of fabrication and permit documents for six different sized bus shelters, as well as site design services, bid phase, and construction phase services for the implementation of shelters at three locations within the City of Sunrise (the size and number of shelters for each location to be determined):

- **Sunset Strip** – replacing an existing bus shelter in front of a McDonald's restaurant (restaurant address 2260 N University Drive), serving eastbound busses along Sunset Strip.
- **Oakland Park Boulevard** – replacing an existing bus shelter in front of All Saints Catholic Church (church address 10900 W Oakland Park Blvd), serving eastbound busses along Oakland Park Boulevard.
- **Panther Parkway** – a new shelter on NW 136<sup>th</sup> Ave, north of Orange Grove Road, serving eastbound busses along NW 136<sup>th</sup> Ave.
- **Site design limits for each shelter location:** From existing bus shelter / bus stop pads at each location, extending into unpaved areas beyond the shelter pad / bus stop location – to the curb line of the adjacent street and up to 10' beyond the right-of-way. Laterally, along edges of pavement and sidewalk 30' in each direction from the existing bus shelter pad / bus stop location.

### Project Assumptions

- Specific-purpose site surveys will be produced by a subconsultant to Kimley-Horn for all three locations.
- Bus shelter fabrication/permit documents will be prepared by a City-selected fabricator, based on design development drawings produced by Kimley-Horn under a separate agreement. The preferred designs are to be selected by City.
- Up to six different sized shelters will be engineered and detailed by the City-selected fabricator. The narrow width shelter option (for each) will be designed for bus stops with limited space, maximizing roof space as much as constraints will allow (to maximize protection from the elements).
  - Shelter with 8 seats, standard width
  - Shelter with 6 seats, standard width
  - Shelter with 4 seats, standard width
  - Shelter with 8 seats, narrow width
  - Shelter with 6 seats, narrow width
  - Shelter with 4 seats, narrow width
- Kimley-Horn will provide structural design services for the foundations for each shelter, anticipating that a pre-engineered, and pre-fabricated shelter assembly will be fastened to the foundation. Shelter will be pre-engineered and pre-fabricated by the City-selected fabricator. City-selected fabricator will provide all engineering (structural and electrical) related to the pre-fabricated structure.

- It is anticipated that the shelters' LED lighting and other potential items (fan, outlet/receptacle) will be powered by solar panels. Electrical Engineering services related new electrical service to the shelters is not included in this scope.
- Kimley-Horn will prepare site plans and civil engineering plans - grading, horizontal control, foundation design, and site construction detailing.
- Design services for Roadway and/or utility improvements are not included in this scope.
- Design services for franchise utilities relocations are not included in this scope.
- Design services for the development of shelter-area mounted signage or a bus route map is not included.
- Transportation Engineering services, such as Parking or Traffic Studies, are not included.
- Assumes that a City staff-level review and permit process will be required to review site plans and engineering/ building department submittals for this project prior to bidding.
- Kimley-Horn attendance at Development Review Committee (DRC), commission, or public hearings is not anticipated and not included in this scope of services.
- Any platting services will be provided by the City.
- Services related to the preparation of variance applications is not included.
- Geotechnical services will be furnished by the City. We assume one standard penetration test at each location with a bearing capacity summary for each may be required for foundation design.

## Scope of Services

Kimley-Horn will provide the services specifically set forth below.

### TASK 1 – SURVEY SERVICES

Avirom & Associates, Inc, a subconsultant to Kimley-Horn, will provide the following services:

**Task 1 Survey Limits:** From existing bus shelter / bus stop pads at each location (identified in Project Understanding), extending into unpaved areas beyond the shelter pad / bus stop location – to the curb line of the adjacent street and up to 10' beyond the right-of-way. Laterally, along edges of pavement and sidewalk 30' in each direction from the existing bus shelter pad / bus stop location.

- Establish State Plane Coordinates utilizing GPS.
- Establish NAVD 88 benchmarks based upon Wide Area Network.
- Depict right-of-way lines and recorded easements on the survey for informational purposes only. This is not a boundary survey.
- Locate observable physical features within the limits.
- Location of underground utilities will be limited to above ground evidence.
- Obtain spot elevations on an approximate 10' grid with high and low points extending to edges of pavement and pavement transitions.

#### Task 1 Survey Deliverables:

- Four signed and sealed specific-purpose surveys
- CAD file and a PDF file

**Kimley-Horn survey coordination/confirmation:**

- Kimley-Horn will perform one site visit to confirm surveys, observe existing conditions, and photograph spaces associated with the project. As necessary, Kimley-Horn will communicate survey revisions back to the project surveyor for incorporation into a finalized survey.

**TASK 2 – SHELTER DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS**

Kimley-Horn will provide the following services:

**2.1 Design Development/ Fabricator Coordination**

- Project kick-off meeting / pre-design conference with the City's Project Manager and other City representatives to discuss schedule and review the shelter concept designs (prepared under a separate agreement).
- City design input may precipitate minor design changes to the concepts, of which Kimley-Horn will prepare revised concepts that respond to City comments and attend up to two meetings to finalize the design and obtain approval from the City to move forward with Construction document development.
- After City selection of desired shelter design, Kimley-Horn will attend up to two meetings with Broward County to coordinate design development for future application within Broward County right-of-way.
  - Scope for the Broward County meetings is identified in Task 3
- This scope of services includes up to 50 hours in design development coordination with the City's fabricator to determine detailing, coordinate materials and color selections, and to facilitate approvals and decisions related to design, materials, and finishes.

**2.2 Construction Documents**

- Utilizing site photographs, aerials and survey, the Consultant shall prepare Engineering Design Plans for the three bus shelter locations. The following will be produced:
  - Engineering site designs for each location - grading and horizontal control/layout.
  - Engineering detailing in support of the site design elements.
  - Structural engineering of the foundation for the shelter, specifying the fabricator's bolt pattern and bolt-down materials.
  - The bus shelter structures specified by size and model, referencing the City-selected fabricator's engineered shelter on the Engineering Design Plans. Bus shelter permitting services and engineering design will be provided by the City-selected shelter fabricator.
- The basis for design for site civil improvements will be City of Sunrise permitting requirements. Kimley-Horn will also attend meetings with Broward County to coordinate design development for future application within Broward County right-of-way.

- Scope for the Broward County coordination is identified in Task 3
- Kimley-Horn will coordinate with the shelter fabricator during this phase to guide the development of the fabricator's construction/permit documents in a design manager / reviewer role to assure the fabricator's adherence to the selected concept and to collaborate in connection detailing to the foundation.

**Deliverables for this task will be limited to:**

- Design Development – Design revision (up to two rounds)
- Final Design deliverable.
- 90% plans – up to five printed full-size copies of plans and PDF
  - This set will be submitted for permitting
- 100% plans – up to five printed full-size copies of plans and PDF
  - Submitted after permitting under Task 3 is complete.
- Opinions of Probable Construction Cost - two rounds of revisions (90% and 100%)
- Attendance at up to two progress meetings
- One technical specifications book – Up to five printed 8.5x11 copies and PDF

**Opinions of Probable Construction Cost:** The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Consultant at this time and represent only the Consultant's judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

## TASK 3 – REGULATORY AGENCY PERMITTING

Kimley-Horn will assist the Client in submitting for regulatory agency approvals. Kimley-Horn will prepare permit applications with supporting documentation to the following jurisdictional regulatory agencies. Kimley-Horn will address up to two rounds of reasonable review comments for the regulatory agency submittals identified below. Any plan revisions or comments that are required due to a design change by the Client or Client's consultants shall result in an additional service.

- City of Sunrise Engineering
- City of Sunrise Building Department

Kimley-Horn will also coordinate with Broward County with the goal of achieving a determination from Broward County that the designs are acceptable for future phase installations within Broward County rights-of-way or requiring Broward County approvals.

- Preliminary Broward County Traffic Engineering (one meeting plus phone coordination)
- Broward County Transit Coordination (one meeting plus phone coordination)

No other agency approvals are included in this scope of services other than those identified above. Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the City. The City shall provide all permit fees.

## TASK 4 – ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates with the Client's written approval. Additional services we can provide include, but are not limited to, the following:

- Construction phase services
- Environmental engineering and/or environmental permitting services
- Traffic engineering services
- LEED related design and certification services
- Additional construction administration above the hours allotted in this proposal
- Preparation of as-built drawings

## Information Supplied by the Client

The following information, upon which the Kimley-Horn may rely, will be provided by the Client or its representatives:

- Geotechnical report (as needed)

## Fee and Expenses

Kimley-Horn will perform the services in **Tasks 1-3** for the total maximum fee of **\$46,355**, exclusive of expenses. See below for breakdown; individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

<b>Task 1</b>	Survey Services	\$ 5,100
<b>Task 2.1</b>	Design Development/ Fabricator Coordination	\$16,380
<b>Task 2.2</b>	Construction Documents	\$14,895
<b>Task 3</b>	Regulatory Agency Permitting	\$ 9,980
<b>Total Lump Sum Labor Fee (exclusive of expenses)</b>		<b>\$46,355</b>
<b>Reimbursable Expenses (Not to Exceed)</b>		<b>\$ 500</b>

## EXHIBIT "B"

### PROJECT SCHEDULE

<u>Task Description</u>	<u>Weeks per Task</u>
Task 1 – Surveying Services .....	6
Task 2.1 – Design Development/Fabricator Coordination .....	8
Task 2.2 – Construction Documents .....	12
Task 3 – Regulatory Agency Permitting .....	12

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_