

**STANDARD PROJECT AGREEMENT**

**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 Architectural 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 No. 1 - Municipal Campus in Exhibit A “Project List” of the Continuing Services Agreement:

**MUNICIPAL CAMPUS LANDSCAPING  
AND PARKING LOT EXPANSION PROJECT**

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 SCHEMATIC DESIGN

2.3.1 The CONSULTANT shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the CITY at the initiation of the project 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 review schematic design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components. The CONSULTANT 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 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 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 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.

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

2.6.1 The CONSULTANT shall perform those duties and discharge those responsibilities set forth herein in Paragraphs 2.6.2 through 2.6.13. Furthermore, the CONSULTANT shall perform and be responsible for all services requested of the CONSULTANT by the CITY relating to the interpretation and implementation of the CONSULTANT'S drawings, specifications, or other Contract Documents prepared by the CONSULTANT.

2.6.2 The CONSULTANT shall represent the CITY during construction and shall facilitate all instructions and other appropriate communications between the CITY and the Contractor, which shall be communicated through the CONSULTANT. The CONSULTANT shall act on behalf of the CITY only to the extent provided herein and in the Construction Contract.

2.6.3 Upon receipt, the CONSULTANT shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data which the CITY or the CONSULTANT may require from the Contractor. The purpose of such review and examination will be to protect the CITY from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by the supporting documentation or data or, than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the CITY directs the CONSULTANT to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the CONSULTANT shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The CONSULTANT shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the CITY.

2.6.4 The CONSULTANT shall observe the Work of the Contractor on a periodic basis. The purpose of such observations will be to determine the conformance and progress of the Work in comparison with the requirements of the Construction Documents and Contract. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment. CONSULTANT will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed Project that conforms generally to Contract Documents. Following each such site visits the CONSULTANT shall submit a written report of such observations, together with any appropriate comments or recommendations, to the CITY. The CONSULTANT shall not be responsible for any construction means, methods, sequences, or procedures for performing any construction activities.

2.6.5 The CONSULTANT shall determine amounts owed to the Contractor based upon observations of the Work as required in Subparagraph 2.6.4, evaluations of the Contractor's rate of progress in light of the remaining Contract Time and upon evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment to the CITY in such amounts.

2.6.6 The issuance of a Certificate for Payment shall constitute a representation by the CONSULTANT to the CITY that the CONSULTANT has made an observation of the Work as provided in Subparagraph 2.6.4, that the Work has progressed to the level indicated, that the quality of the Work meets or exceeds the requirements of the Construction Contract and that to the best of the knowledge, information and informed

belief of the CONSULTANT, the Contractor is entitled to payment of the amount certified; however, the issuance of a Certificate of Payment shall not constitute a representation that the CONSULTANT has made an examination to ascertain how the Contractor has used the monies paid by the CITY. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement.

2.6.7 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. The CONSULTANT will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

2.6.8 The CONSULTANT shall reject work which does not conform to the Contract Documents unless directed by the CITY, in writing, not to do so. If directed by the CITY not to reject work, the CITY 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.

2.6.9 The CONSULTANT shall review and take other 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 CITY that such submittal is in conformance with the Construction Documents and Contract, but does not 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.

2.6.10 The CONSULTANT shall review, and advise the CITY, concerning proposals and requests for Change Orders from the Contractor. The CONSULTANT shall prepare Change Orders for the CITY'S approval and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

2.6.11 The CONSULTANT shall conduct a site visit to determine the date of Substantial Completion and the date of Final Completion. As part of that process, CONSULTANT shall receive and forward to the CITY for the CITY'S review all written warranties and related documents and operating manuals required by the Construction Contract.

Contractor shall issue a final Certificate for Payment when called for by the Contract for Construction.

2.6.12 The CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in its plans and specifications.

2.6.13 The CONSULTANT shall visit the site as needed but not less than one time per month, including site visits for verification of the Contractor's monthly pay request, to observe the entire construction operation, for the term of construction as noted in Section 2.8.1. A report outlining the details of each site visit shall be furnished to the CITY within three (3) days of the required site visit. The CITY must be informed of any site visits, so that they have the opportunity to be included in the visit.

## 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 REDUCTION IN PROJECT SCOPE

2.8.1 If the project scope is reduced by the CITY prior to completion of the Schematic Design Phase to a level that the overall design of the project is simplified and will result in a reduction in design services, the CITY shall negotiate a reduction in fees with the CONSULTANT.

## 2.9 SERVICE SCHEDULE

2.9.1 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 for the CONSULTANT'S services which 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. 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.

2.9.2 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.

2.9.3 Not Used

2.9.4 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.

2.9.5 Notwithstanding the provisions of paragraph 2.9.4, 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

## 2.10 PERSONNEL

2.10.1 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	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 CONSULTANTS final Opinion of Construction Costs, 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. If bids are received more than 90-days after the CONSULTANTS 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: \$140,505.00.

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

Conceptual Design:	\$17,750.00	13 (%)
Site Plan Preparation:	\$22,175.00	16 (%)
Construction Documents:	\$47,520.00	34 (%)
Regulatory Agency Permitting	\$13,395.00	9 (%)
Construction:	\$34,665.00	25 (%)
Reimbursables	\$ 5,000.00	3 (%)

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 \$5,000.00 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 Three (3) 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 Two (2) 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 Project Agreement, each party will be responsible for their own attorneys' fees and costs. The venue for any litigation between the parties will be Broward County, Florida. Both Parties hereby agree to waive a jury trial in any action between them, and will proceed to a trial by judge if necessary.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Project Agreement on the respective dates under each signature: The CITY, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Kimley-Horn and Associates, Inc. by and through its Vice President duly authorized to execute same.

**CITY**

**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 Blvd.  
Sunrise, Florida 33351  
Telephone: (954) 746-3300

By: \_\_\_\_\_  
Kimberly A. Kisslan  
City Attorney

**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:

\_\_\_\_\_

\_\_\_\_\_

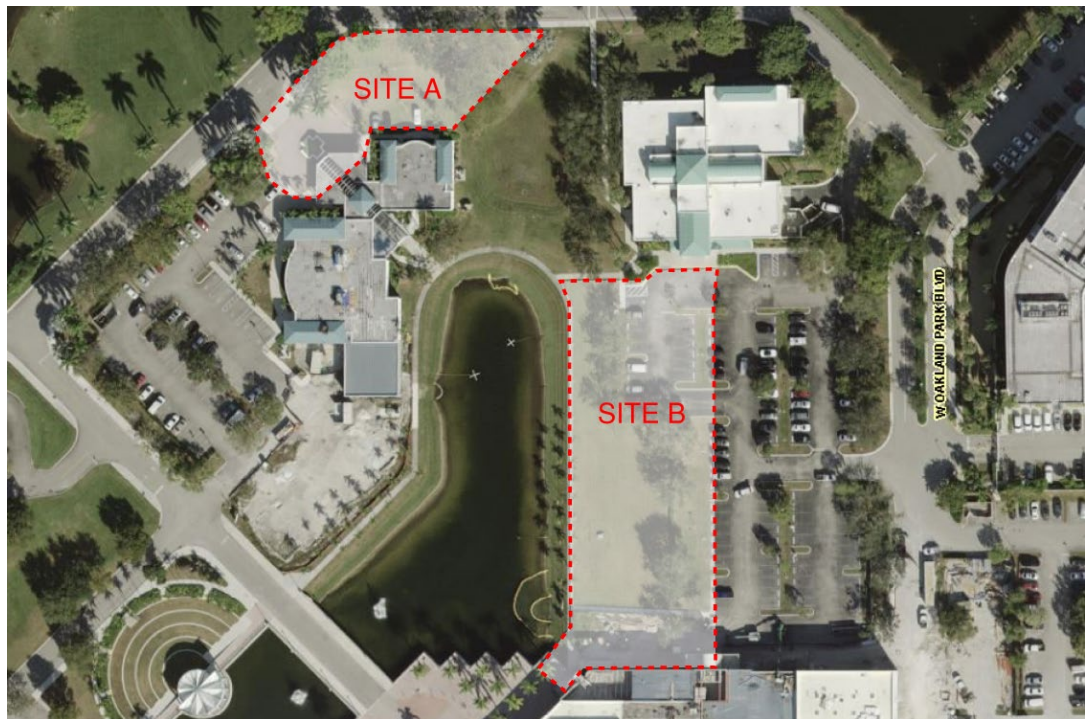
## Exhibit A

### PROJECT UNDERSTANDING

The City of Sunrise is seeking professional services for the design of two multi-use public spaces with enhanced landscape, hardscape, and expanded parking areas with electric vehicle charging stations within the City of Sunrise City Hall campus located off W Oakland Park Boulevard.

Based on conversations with the City of Sunrise, it is our understanding the project is for the development of the following two sites:

- **Site A:** A new multi-use space north of the existing Senior Center with the following proposed improvements:
  - Landscape & hardscape integration with the existing paver drop off area
  - Expanded surface parking lot
  - Modifications to the pavement and planter edges /curb configuration at the covered drop-off
- **Site B:** An extension of the Civic Center's multi-use plaza space and new pedestrian connection to the library with the following proposed improvements:
  - Landscape and hardscape integration with existing civic center paver plaza / drop-off with potential locations for public art.
  - Expanded surface parking lot



## Project Assumptions

- Per the City of Sunrise staff, site plan approval is administrative via the engineering submittal. Development Review Committee (DRC) or public hearings are not required.
- Services related to platting/easement acquisition are not included in this agreement, but acquisition of construction easements or negotiated permissions may be required. It is anticipated that the Kimley-Horn will assist by providing support for this effort, but City staff will acquire easements and/or prepare negotiations with Broward County. Any necessary surveying and/or sketch & legal preparation is anticipated to be provided by a surveyor contracted under a separate agreement.
- Electric Vehicle (EV) Charging stations will be designed into each parking lot expansion area, requiring electrical design services to connect to existing services at each location – assumed to be panels at each building.
- Project design charrettes are not required. Should design charrettes be required additional services will be necessary.
- Off-site roadway and/or utility improvements are not required.
- On-site design relocations of franchise utilities are not included.
- The project will not be phased.
- The City will provide any design requirements or standards applicable to the project.
- Environmental work such as Natural Resource Assessments, species specific surveys, species permitting, species relocation services, arborist services, wetland delineation, wetland permitting, landfill, and contamination are not included and will require Additional Services.
- A topographic and tree survey has already been prepared for the campus; any revisions required to accommodate current site conditions or to address discrepancies will be provided by the project surveyor, under a separate agreement with the City.
- A geotechnical report will be provided by the City.
- Subsurface utility locations and required soft digs (as determined by the Consultant) will be provided by the City.
- A site lighting plan and photometric plan will be produced by a lighting vendor, prepared as an exhibit for the site plan submittal package.
- Limited electrical engineering/ electrical design to amend existing parking lot lighting systems.
- Parking lot lighting will not require new electrical service and will be designed as an expansion to the existing = electrical systems at each location.
- Wayfinding signage design is not included.
- Parking or Traffic Studies are not included.
- Conceptual designs for site adjacent to the County Library will require up to two meetings with Broward County.
- Variances are not anticipated
- Improvements as part of this scope of services will be integrated into the overall City Hall campus approved site plan, pervious/impervious areas, tree mitigation, and landscape calculations.



## Scope of Services

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

### TASK 1 – CONCEPTUAL DESIGN

Kimley-Horn will provide the following conceptual design services:

- Project kick-off meeting with the City’s Project Manager and other City representatives to discuss schedule, review the scope of services, review the project survey, and gather the following information provided by the City:
  - As-built information, studies or reports concerning the existing or future development of the proposed development and its facilities
  - Utilities data
  - Any identified public art pieces identified for plaza spaces
  - EV Charging station product data
- Site visit to confirm survey, observe existing conditions, and photograph spaces associated with the project.
- Preparation of a project base map, combining the project survey with information provided by City and site observations.
- Review of the Civic Center approved site and landscape plans to identify any deficiencies or non-conforming conditions relating to the areas within this scope of services.
- **Concept:** Kimley-Horn will prepare up to two concepts for Site A (senior center site) and up to three concepts for Site B (civic center site), integrating City-desired program elements with pedestrian and vehicular configurations. Conceptual designs will be prepared as plan view line drawings with all elements drawn to scale. Initial concepts presented to City staff will be black and white or with basic colors to convey intent. Kimley-Horn will also prepare one landscape and one hardscape material board showing photographs of proposed plant and hardscape materials.
  - Up to three total meetings to present the concepts:
    - One presentation to City staff
    - Up to two presentations to Broward County.
  - Up to two rounds of revised final concept exhibits based on City and County input into a final concept each for Site A and Site B.
    - Coordination of final concept refinements will be coordinated via conference calls.

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

- One initial concept for Site A and three initial concepts for Site B to be presented as a PDF and printed exhibits to convey the design intent. Exhibits may be presented as plans, sections, sketches, or material boards. Up to eight 11x17 copies of printed materials.
- Final concept submittals will consist of one refined conceptual plan drawing, one landscape material palette, and one hardscape material palette for each site. Up to eight 11x17 copies of printed materials.

## TASK 2 – SITE PLAN PREPARATION

Kimley-Horn will prepare the site plans for both sites based on the Task 1 approved concepts. The site plans will be prepared per the requirements of the City of Sunrise Code of Ordinances and will exhibit details and site data related to the Project. It is assumed that the site plan process will be administrated by City Staff and will not require Kimley-Horn's attendance at public hearings or City Commission meetings.

The items required for submission are anticipated to be as follows:

- Cover Sheet
- Boundary Survey (By Others)
- Topographic Survey of Impacted Area (By Others)
- Site Plan
- Site Plan Details
- Preliminary Pavement Marking and Signage Plan
- Demolition Plan
- Tree Disposition Plan
- Planting Plan and Details
- Schematic Hardscape Plan with limited detailing
- Photometric Plan (exhibit prepared by lighting vendor)
- Applications and Project Narrative, as required
  - Application fees to be provided by City

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

- Up to five printed full-size plan sets and PDFs of the Site Plan submittal package
- Preliminary Opinion of Probable Construction Cost
- Attendance at one in person progress meeting with City Staff
- Attendance at one in person progress meeting with Broward County
- Response to up to one round of administrative review comments

### **Opinion of Probable Cost**

The design team will prepare opinions of probable construction cost as a part of Task 1 and Task 2, to be submitted once at the site plan submittal, and up to two times during the preparation of submittals for permit documents.

## TASK 3 – SITE PERMIT / CONSTRUCTION DOCUMENTS

After approval of Site Plan submittal package in Task 2, Kimley-Horn will prepare construction plans for the project. The plans will consist of the following sheets:

- Cover sheet
- General Notes
- Site Plan
- Erosion and Sediment Control Plan

- Horizontal Control Plan
- Paving, Grading, and Drainage Plan & Details
- Pavement Marking and Signage Plan & Details
- Tree Disposition Plan & Details
- Planting Plan & Details
- Irrigation Plan & Details
- Hardscape Plan & Details
- Photometric Plan
- Electrical Plans and Details for Lighting and EV Charging Stations

***Paving, Grading, and Drainage:*** The paving, grading, and drainage design will show spot grades and/or contours for the proposed final grading of the parking lots, ADA accessible routes will be detailed and shown on the plans.

***Calculations for Permitting:*** Kimley-Horn will prepare stormwater management calculations for the project site in accordance with Broward County and City of Sunrise requirements for permitting with the agencies noted. The calculations will be performed for the post-development condition for the water quantity attenuation and the water quality treatment requirements. The calculations will include on-site hydraulics for pipe sizing.

***Utility Verification:*** This task includes field verification of the utility locations by Kimley-Horn. This task includes review of the test hole logs and incorporation of the logs into the civil engineering construction plans, and resolution of conflicts between the existing and proposed utilities.

***Tree Disposition Plan & Details:*** Delineates trees to be removed, relocated, and mitigated for and will provide adequate notes and details for the City's selected contractor to submit the plan as a part of a Tree Removal Permit. Kimley-Horn will use the City-provided tree survey to assemble this plan.

***Planting Plan & Details:*** Delineates plant material, plant quantities, plant schedules, specifications, and project-specific planting details as required.

***Irrigation Plan & Details:*** Delineates irrigation equipment, quantities, piping layout, specifications, and project-specific irrigation details as required. It is assumed irrigation for the proposed improvements will be connected to the existing campus master system.

***Hardscape Plan & Details:*** Delineates hardscape elements for the site; limited to paving treatments, seat walls, raised planters, site furnishings, perimeter fencing, landscape accent lighting, and fountain layout.

***Photometric Plan:*** An exhibit will be prepared by a selected vendor showing proposed light poles and light levels, measured in foot-candles, on impervious vehicular and pedestrian surfaces in compliance with the Sunrise Land Development Code.

***Electrical Plan & Details:*** Plans will identify electric service locations, panel connection details, EV charging station details and specification options, conduit and wire routing to new parking lot lighting

and EV charging stations, with coordinated voltage drop/wire sizing and connection to existing service/panels and controls. Detailing will support the electrical design and specify all components. Light pole products will be specified for the foundation or direct bury depth / encasement to be designed and permitted by the awarded contractor. Foundation design for EV charging station is assumed to be provided by manufacturer.

**Technical Specifications** will be provided to the City at the 75% submittal review. The 75% plans will also be submitted to regulatory agencies for permitting as described in Task 4.

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

- 75% plans – up to five printed full-size copies of plans and PDF
- 100% plans – up to five printed full-size copies of plans and PDF
  - Submitted after permitting under Task 4 is complete.
- Opinions of Probable Construction Cost - two rounds of revisions (75% and 100%)
- Surface Water Management Report for permitting
- Attendance at up to two progress meetings
- One technical specifications book – Up to five printed 8.5x11 copies and PDF

## **TASK 4 – 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 Division
- Surface water permit submittal. Overall Campus permitting is performed under a separate agreement and will be submitted as a part of this effort.

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 5 – LIMITED CONSTRUCTION PHASE SERVICES**

Consultant will provide professional construction phase services as noted in 2.6 ADMINISTRATION OF CONSTRUCTION of the Standard Project Agreement (SPA). Hours anticipated for services rendered during a six-month construction period are as follows: (All headings match those in 2.6 of the SPA):

- Schedule of Values Review:
  - Limited to 4 hours (assumes two 2-hour reviews)

- Meetings with Contractor and City: four initial meetings, weekly in first month
  - Limited to 30 hours (Project Engineer + PM/LA time)
- Periodic construction observation (on site meetings):
  - This scope of services is limited to 12 construction observation visits, assumes 6 months to contractor's substantial completion. Limited to 72 hours (Project Engineer + PM/LA time)
  - One memo per visit = 2 hours prep per memo = 28 hours
- Pay App review:
  - Limited to 6 hours (assumes one 1-hour review per month for six months)
- RFI Responses/ Clarifications/ Interpretations/ Communication of Defective Work:
  - Limited to 34 hours
- Submittal/ shop drawing review:
  - Limited to 16 hours
- Change order proposal review:
  - Limited to 12 hours
- Substantial /Final completion visits and certifications:
  - Limited to 24 hours
    - 4 hours x 2 people x 2 visits = 16 hours
    - 2 observation memo/punch lists memos x 4 hours each = 8 hours
- Required permit close-out requirements by City and outside agencies, such as lamping and as-built certifications:
  - Time/effort included as a part of periodic construction observations/site visits
- Administrative staff time associated with Construction Phase: 1 hours/month = 6 hours

## **TASK 6 - 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:

- 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:

- Legal documentation including warranty deed, lease, legal description of parcels
- As-builts for existing facilities
- Topographic survey for civic center expansion area
- Updated boundary survey, if required for permit submittals
- Geotechnical report
- EV charging station selection

### Fee and Expenses

Kimley-Horn will perform the services in **Tasks 1-5** for the total maximum fee of **\$135,505**, inclusive 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>	Conceptual Design	\$17,750
<b>Task 2</b>	Site Plan Preparation	\$22,175
<b>Task 3</b>	Site Permit/Construction Documents	\$47,520
<b>Task 4</b>	Regulatory Agency Permitting	\$13,395
<b>Task 5</b>	Limited Construction Phase Services	\$34,665
<b>Total Lump Sum Labor Fee (exclusive of expenses)</b>		<b>\$135,505</b>
<b>Reimbursable Expenses (Not to Exceed)</b>		<b>\$ 5,000</b>

**Exhibit B**  
**City of Sunrise**  
**City Hall Campus Parking Lots**  
**4.13.20**

	Duration (weeks)	TOTALS
<b>Agreement approved /PO</b>	2	<b>2</b>
<b>Concept</b>		<b>6</b>
Site Visit Kickoff Meeting	1	
Initial Concept Production	2	
City Review	1	
Concept Revisions	1	
City Approval	1	
<b>Site Plan Preperation</b>		<b>6</b>
Site Plan Docs	3	
City Review	1	
Revisions	1	
City Approval	1	
<b>CDs</b>		<b>11</b>
Documents	4	
City Review	4	
Revisions	3	
<b>Permitting</b>		<b>10</b>
Permit Applications	1	
Agency review	4	
Revisions	2	
Agency Approvals	3	
<b>Bid Phase</b>		<b>9</b>
Final Purchasing Prep	2	
Bidding Period	4	
Contract Award	3	
<b>Construction Phase</b>		<b>36</b>
Issue PO	2	
Permitting	8	
Construction	26	
<b>GRAND TOTAL</b>		<b>80</b>