

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

AECOM TECHNICAL SERVICES, INC.

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("CITY") and AECOM Technical Services, Inc. ("CONSULTANT") for Professional Services (hereinafter referred to as "Continuing Services Agreement") dated August 24, 2004, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below:

DESIGN AND CONSTRUCTION ADMINISTRATION OF THE SUNRISE LAKES PHASE I PASSIVE PARK

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 August 24, 2004 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 all necessary licenses, permits or other authorizations necessary to act as CONSULTANT for the Project until CONSULTANT'S duties hereunder have been completed. The CONSULTANT shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in Exhibit A, Scope of Services. The CONSULTANT assumes full responsibility to the 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 CONCEPTUAL DESIGN

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 review a conceptual site plan illustrating the scale and relationship of proposed Project components.

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 NOT USED

2.5 CONSTRUCTION DOCUMENTS, BIDDING, AND PERMITTING

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 at the 60% and 100% phase of the work.

2.5.3 The CONSULTANT shall assist the CITY in preparing and filing all documents necessary to obtain the approval of authorities having jurisdiction over the Project, as outlined in Exhibit "A".

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 as an additional service to this Agreement.

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, as outlined in Exhibit "A".

2.6.2 NOT USED

2.6.3 Upon receipt, the CONSULTANT shall carefully evaluate 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 evaluation 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 as outlined in Section 2.6.13. The purpose of these site visits will be to observe and become familiar with the progress of the construction and to determine the quality, quantity and progress of the Work per the requirements of the Construction Documents and Contract. Following each visit 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 inspections 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 1.6.4 and, 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.

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.

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 approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Approval 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. 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 one (1) final inspection to ensure that the Contractor has fully complied with the Contract Documents. A letter stating that the Contractor has completed all outstanding Punch List items and has complied with the intent of the Contract Documents will follow the Final Inspection. Additional inspections required due to incomplete work on behalf of the Contractor will be completed as an additional service.

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 be available up to four (4) hours per week for up to four (4) weeks to visit the site, as requested by the City, 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 forty-eight (48) hours of the required site 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.

2.7.6 Other services not included in Exhibit "A", including:

- Engineering (geotechnical, civil, electrical, structural, etc) or architectural services
- Preparation of drainage, grading and stormwater plans and/or associated permitting
- Modification and/or demolition of existing floating dock
- Topographic, boundary or title survey
- Permit application fees and other agency fees directly to respective agencies.

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

NAME	FUNCTION
Dave Barth	Principal In Charge / Principal 4
Garren Owens	Project Manager / Landscape Architect 4
Mike Sobczak	Landscape Architect 5
Ryan Cambridge	Landscape Designer I
Tom McMacken	QA/QC / Principal I

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, 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 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 **\$25,000.00**, including reimbursable expenses.

5.2 Payment to the CONSULTANT of the sum set forth in paragraph 5.1 shall be paid monthly, based upon percentage complete of each task

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

SEE EXHIBIT "B" – 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 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.

6.2 REIMBURSABLE EXPENSES

6.2.1 Reimbursable Expenses shall mean: expenses incurred by the CONSULTANT and consultants in the interest of the Project.

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 not add a mark-up or processing cost to reimbursable expenses.

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 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 Project Agreement. The CITY'S Community Development Director may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed one (1) additional one-year term. 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 three (3) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the CONSULTANT shall be entitled to receive compensation for any work completed pursuant to the 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 five (5) days' written notice to the CONSULTANT. In the event of such a termination without cause, the CONSULTANT shall be compensated for all services 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 porting 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.

8.3 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.

(The remainder of this page is 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 Joseph Roles and Assoc., Inc. by and through its President, the duly authorized officer to execute same.

CITY OF SUNRISE, FLORIDA

By: _____

Mayor Michael J. Ryan

____ day of _____, 2011.

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

CONSULTANT

AECOM Technical Services, Inc.

By: _____
David Barth, ASLA
Principal-In-Charge

Date: _____

AUTHENTICATE:

Secretary

Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

EXHIBIT “A”

SCOPE OF SERVICES

PROJECT DESCRIPTION

This project shall consist of design concept development, construction documentation, bidding, permitting and construction phase services for a 1.25 acre lot in the City of Sunrise, Florida. The scope for this passive park design includes new pedestrian walkways, a shade structure, site furniture, pedestrian scale lighting, new landscape, irrigation and the resurfacing of the existing vehicular parking area.

Project Team: Additional Professionals working on the project under contract to AECOM include the following:

Team Member	Service
Ken Didonato	Irrigation Design

TASK I – Design Concept Development

1.1. **Project Coordination** – In addition to the specific services detailed below (the “Services”), AECOM shall coordinate our work with the Client’s representative and the Client’s project team, monitor the project schedule as it relates to the scope contained herein, and provide timely invoicing and reporting of project progress.

1.2. **Base Data** – The Client will provide AECOM with the following data that AECOM will incorporate into the development of base plans prior to beginning design work. AECOM shall rely on all information supplied by the Client as accurate and correct. Additional work required due to inaccurate, incorrect, or incomplete Information supplied by the Client shall be completed as an Additional Service.

- § Boundary
- § Topography
- § Site survey

1.3. **Kick-off/Design Intent/Site Analysis Meeting** – AECOM will attend a meeting with the Client and the project team in the Client’s offices to kick-off the project. The agenda for the meeting will include:

- § Client objectives
- § Project issues
- § Design Intent
- § Preliminary development program
- § Project requirements
- § Team member responsibilities
- § Schedule
- § Site Visit

EXHIBIT "A"

- 1.4. **Public Meeting** – AECOM shall attend one (1) public meeting with Client-invited attendees to obtain input and design direction for the development of the park.

Deliverables – As a result of these tasks, AECOM shall produce the following:

- *One (1) meeting summary memorandum.*

- 1.5. **Conceptual Design** – Based on the themes discussed with the Client, AECOM shall prepare one (1) illustrative conceptual site plan, including plantings, paving, site furnishings, and project signage, for the following elements of the project.

- Walkways
- Site lighting
- Benches
- Tree, shrub and lawn areas
- Shade trellis / gazebo
- Entry sign

- 1.6. **Conceptual Statement of Probable Cost** – AECOM shall prepare a preliminary statement of probable construction cost for the landscape architectural elements detailed in the conceptual design.

- 1.7. **Client Review** – The Client will review the illustrative conceptual site plan and statement of probable cost and provide a consolidated set of written review comments to AECOM. AECOM will incorporate the Client's review comments into the construction documents in the next phase of the work. Additional revisions or concepts requested by the Client shall be provided as an Additional Service.

Deliverables – AECOM shall produce the following:

- *One (1) electronic version of the conceptual design plan*
- *One (1) copy of the statement of probable cost*

TASK II – Construction Documents

- 2.1. **60% Construction Documents** – Based on the conceptual design, AECOM shall prepare 60% level construction documents for the development of the hardscape, site furnishings, landscape, irrigation and lighting. 60% construction documentation shall include:

- Site Plan
- Demolition Plan
- Hardscape Plan and Details (including manufacturer's details for gazebo/ shade trellis)
- Landscape Plan and Details
- Irrigation Plan and Details
- Pedestrian Lighting Location Plan and Fixture Cut-sheets (contractor to

EXHIBIT “A”

- provide electrical plan)
 - Written specifications
- 2.2 **Statement of Probable Cost** - AECOM shall update the statement of probable cost for all elements detailed in the 60% Construction Documents.
- 2.3 **Client Review** - AECOM will attend one (1) meeting with the Client to review the progress of the construction documents. Minor revisions will be incorporated into the documents based on review comments. Major changes that represent a significant departure from the original design program, budget, and approved concept shall be considered an Additional Service.
- 2.4 **Final (100%) Construction Documents** - AECOM shall prepare the final set of Construction Documents, incorporating review comments from the 60% percent Client review meeting. The documents will be suitable for bidding and construction/installation of all elements as detailed in this scope of services.
- 2.5 **Statement of Probable Cost** - AECOM shall prepare a statement of probable cost for all elements detailed in the Landscape Construction Documents at the 100% phase of work.

Deliverables – AECOM Team shall produce the following:

- *Ten (10) sets of 60% Construction Drawings for Client review*
- *Four (4) sets of 100% Construction Drawings for Client review.*
- *Three (3) copies of 100% Written Specifications for Client review.*
- *Two (2) copies of 100% Statement of probable cost for Client review.*

TASK III – Bidding, Permitting and Construction Phase Services

AECOM’s responsibility to provide services during construction of the project under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Client of the Contractor’s final Certificate for Payment or 60 days after the date of Substantial Completion of the work.

The contract for construction shall be between the Client and the Contractor. The Client or his designated representative shall be responsible for day-to-day administration of the contract and for daily observation of construction. The Client shall notify AECOM when it requires services in addition to those described in this Part of the work, which services shall be provided as an Additional Service to this Agreement.

- 3.1. **Purchasing Review Meeting** – AECOM will meet with a representative from

EXHIBIT “A”

the City of Sunrise Purchasing Division and City of Sunrise Capital Projects Project Manager one (1) time to review Construction Drawings, Technical Specifications, Bid Form, Summary of Bid, Project Manual Table of Contents and Check List for Construction Bids. Revisions will be incorporated into the documents based on review comments.

- 3.2. **Issue Bid Documents**– The AECOM Team will prepare ten (10) sets of the Project Manual (Bid Forms, Summary of Bid, Table of Contents and Technical Specifications) and ten (10) sets of construction drawings for bidding. Contract Documents will be available at AECOM for Contractors who wish to purchase them.
- 3.3. **Issue Addenda** – The AECOM Team will issue addenda, as required, in response to Contractor’s request for changes or clarifications.
- 3.4. **Pre Bid Meeting** – The AECOM Team will attend one (1) pre-bid meeting to discuss the project and answer any questions posed by prospective Contractors
- 3.5. **Comparative Bid Analysis** – The AECOM Team will review responsive bids submitted by Contractors and prepare one (1) comparative bid analysis and recommendation letter for the selection of a Contractor.
- 3.6. **Permitting** – The AECOM Team will provide ten (10) signed and sealed sets of Final Construction Documents for permitting. The AECOM Team will respond to questions prepared by the City of Sunrise Building Department and revise drawings, as required, for issuance of a building permit.
- 3.7. **Issue Contract Documents For Construction** – The AECOM Team will incorporate the Building Department’s comments into the Contract Documents and, once the Building Permit has been issued, will distribute nine (9) sets ‘For Construction’ (four (4) full size sets and one (1) half size sets for the Contractor and four (2) full size sets, two (2) half size sets, and one (1) electronic copy of the plans and specifications in PDF format for the Owner).
- 3.8. **Pre-Construction Meeting** – The AECOM Team will attend one (1) Pre Construction meeting with the Owner and the Contractor, to discuss important design and procedural issues related the project.
- 3.9. **Construction Administration** – The AECOM Team will represent the Owner during construction and shall facilitate all instructions and other appropriate communications between the Owner and Contractor. These services shall include evaluating the Schedule of Values, evaluating and approving the Contractors Applications for Payment and Certificate for Payment, interpret the requirements of the drawings and specifications, review, approve or take other appropriate action upon, and advise the Owner, concerning proposals and requests for Change Orders from the Contractor, receive and forward to the Owner, for the Owner’s review, all written correspondences and related documents and manuals.

EXHIBIT "A"

- 3.10. **Plant Material Approval** - AECOM will review and approve all landscape material prior to its delivery to the site. This will be accomplished by pictures (digital and or print) provided by the Contractor. Landscape material that does not meet specifications will be rejected. AECOM will provide the Owner photo copies of all acceptable/approved landscape material.
- 3.11. **Shop Drawings** – The AECOM Team will review Contractor submittals such as Shop Drawings, Product Data, and Samples. AECOM will only review structural shop drawings related to the shade structure.
- 3.12. **Construction Observation** – The AECOM Team will be available up to four (4) hours per week for up to four (4) weeks to visit the site, as requested by the Client, during the five-month construction period. The purpose of the visits is to inspect and observe and become familiar with the progress of construction and to determine the quality, quantity and progress of the work per the requirements of the Construction Documents and Contract. Each site visit will be followed by a detailed field report that will outline the observations, activities and any work AECOM determines to be in non-conformance with the Contract Documents.
- 3.13. **Substantial Completion Inspection** – The AECOM Team will perform one (1) substantial completion inspection and provide a Punch List of outstanding construction issues.
- 3.14. **Final Inspection** – Once the Contractor has completed outstanding Punch List Items, The AECOM Team will perform one (1) Final Inspection to ensure that the Contractor has fully complied with the Contract Documents. A letter stating that the Contractor has completed all outstanding Punch List items and has complied with the intent of the Contract Documents will follow the Final Inspection. Additional inspections required due to incomplete work on behalf of the Contractor will be completed as an additional service.

DISCREPANCIES/SPECIAL REQUIREMENTS:

- Engineering (geotechnical, civil, electrical, structural, etc) and Architectural services are not included in this scope of work; should the City determine that these services are needed, they shall be provided as an Additional Service to this agreement.
- It is assumed that existing site drainage will not be affected by proposed improvements; preparation of drainage, grading and stormwater plans and/or associated permitting are not included in this scope of work.
- Modification and/or demolition of existing floating dock adjacent to project is not included in this scope of work.
- The Client shall provide required base information including but not limited to

EXHIBIT "A"

digital survey files.

- The Client shall pay all necessary agency permit application fees and other agency fees directly to respective agencies.
- Client to provide copies of current or previous agency authorizations, permits or sovereign land approvals.

EXHIBIT "B"

FEE SCHEDULE

AECOM provides consulting services in environmental planning, planning, transportation planning, urban design and landscape architecture. Compensation is based on the following schedule of fees and charges:

HOURLY LABOR RATES

Principal 6	\$295	Transportation	\$215
Principal 5	\$270	Transportation	\$175
Principal 4	\$245	Transportation	\$140
Principal 3	\$230	Transportation	\$115
Principal 2	\$205	Transportation	\$100
Principal 1	\$175	Transportation	\$ 80
Ecologist 6	\$215	Environmental Graphics	\$215
Ecologist 5	\$175	Environmental Graphics	\$175
Ecologist 4	\$140	Environmental Graphics	\$140
Ecologist 3	\$115	Environmental Graphics	\$115
Ecologist 2	\$100	Environmental Graphics	\$100
Ecologist 1	\$ 80	Environmental Graphics	\$ 80
Landscape Architect 6	\$215	Urban Designer 6	\$215
Landscape Architect 5	\$175	Urban Designer 5	\$175
Landscape Architect 4	\$140	Urban Designer 4	\$140
Landscape Architect 3	\$115	Urban Designer 3	\$115
Landscape	\$100	Urban Designer 2	\$100
Landscape Designer 1	\$ 80	Urban Designer 1	\$ 80
Planner 6	\$215	Graphic Artist/GIS 4	\$115
Planner 5	\$175	Graphic Artist/GIS 3	\$100
Planner 4	\$140	Graphic Artist/GIS 2	\$ 90
Planner 3	\$115	Graphic Artist/GIS 1	\$ 80
Planner 2	\$100	Administrative Assistant	\$ 60
Planner 1	\$ 80	Technician	\$ 50

OTHER LABOR RATES

Rates for expert testimony, litigation support, personal service contracts, and depositions/court appearances are subject to an additional premium. If additional services are authorized during the performance of a contract, compensation will be based on the Schedule of Fees in effect at the time the services are authorized.

ANNUAL BILLING RATE ADJUSTMENTS

Billing rates are adjusted each calendar year to reflect updated labor cost categories. Labor cost of work authorized in subsequent calendar years will be based on current billing rates for those years.