

**First Amendment To  
Standard Project Agreement  
between  
THE CITY OF SUNRISE  
And  
SONG & ASSOCIATES, INC.**

This First Amendment ("First Amendment") to the Standard Project Agreement between the City of Sunrise and Song & Associates, Inc. for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project dated March 28, 2017, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "City") and Song & Associates, Inc. (Consultant").

**WHEREAS**, a Standard Project Agreement ("Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on March 28, 2017; and

**WHEREAS**, the parties wish to amend the Project Agreement to revise the Scope of Services set forth on Exhibit A.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Section 4.1 of the Project Agreement is hereby amended as follows:

4.1 The Owner shall compensate the Consultant for services rendered pursuant to paragraphs 1.3 through 1.8 and Exhibit A, Scope of Services, of this Agreement by payment of the fixed sum of: ~~\$4,791,056~~ **\$4,856,391**.

3. Section 4.2 of the Project Agreement is hereby amended as follows:

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

Programming and Concept Design	<u>\$400,475</u> <del>\$310,000</del>	<u>(8.2%)</u> <del>(6%)</del>
Demolition	\$48,500	(1.0%)
City Hall	<u>\$2,173,307</u> <del>\$2,074,257</del>	<u>(44.8%)</u> <del>(43%)</del>
Parking Garage	<u>\$776,949</u> <del>\$758,999</del>	(16.0%)
<u>Garage Occupiable Space</u>	<u>\$55,000</u>	<u>(1.1%)</u>
Water Park	<u>\$54,960</u> <del>\$404,600</del>	<u>(1.1%)</u> <del>(8%)</del>

Amphitheater Expansion	\$272,900	(5.6%)(6%)
Civic Center Theater Study	\$56,100	(1.2%)(2%)
Site Work – Campus wide	<u>\$857,700</u> <del>\$845,700</del>	<u>(17.7%)(17%)</u>
<u>Plat Determination</u>	<u>\$4,000</u>	<u>(0.1%)</u>
<u>Mass Transit Coordination</u>	<u>\$6,500</u>	<u>(0.1%)</u>
<u>Additional Surface Parking</u>	<u>\$69,500</u>	<u>(1.4%)</u>
<u>Wetland Mitigation</u>	<u>\$30,000</u>	<u>(0.6%)</u>
Reimbursable Expenses	\$50,000	(1.0 %)

4. Exhibit "A" – Scope of Services in the Project Agreement is hereby amended to include additional services as described in Exhibit "A-1" which is attached hereto and incorporated in this First Amendment.

5. Delete Section 7.12 Public Records and replace with the following:

## 7.12 PUBLIC RECORDS

7.12.1 The Consultant shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Consultant and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Consultant shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Consultant fails to comply with the requirements in this Section 11, the City

may enforce these provisions in accordance with the terms of this Agreement. If the Consultant fails to provide the public records to the City within a reasonable time, it

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSULTANT SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).**

6. Add the following sections to the Project Agreement:

#### **7.13 PUBLIC ENTITY CRIMES**

7.13.1 Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; **and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.** By execution of this First Amendment, Consultant certifies that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

#### **7.14 DISCRIMINATORY VENDOR LIST**

7.14.1 Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this First Amendment, Consultant certifies

that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

## **7.15 SCRUTINIZED COMPANY**

7.15.1 Pursuant to Section 287.135, Florida Statutes, Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

7.15.2 Pursuant to Section 287.135, in the event the Project Agreement is for one million dollars or more, Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and Consultant further certifies that it is not engaged in business operations in Cuba or Syria.

7.15.3 Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Project Agreement if Consultant is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

7. Conflicting Terms. In the event the terms of this First Amendment conflict with those of the Project Agreement, the terms of this First Amendment shall govern.

8. All other terms of the Project Agreement shall remain and continue in full force and effect.

9. Captions. The captions of this First Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Amendment.

10. Effective Date. This First Amendment shall be effective when it is fully executed by both parties.

(Intentionally Left Blank)

FIRST AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND SONG & ASSOCIATES, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment 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 Song & Associates, Inc. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By:   
Mayor Michael J. Ryan

24 day of October, 2019.


AUTHENTICATION:

  
Felicia M. Bravo, City Clerk



(SEAL) Seal

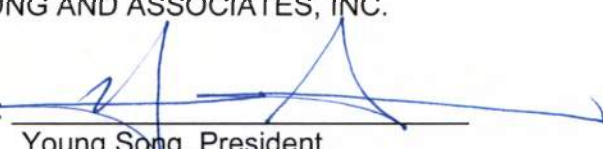
Approved as to form for the City:  
Kimberly A. Kisslan, City Attorney  
City of Sunrise  
10770 W. Oakland Park Boulevard  
Sunrise, FL 33351  
Telephone: (954) 746-3300

By:   
Kimberly A. Kisslan  
City Attorney

45

**CONSULTANT**


SONG AND ASSOCIATES, INC.

By:   
Young Song, President

TITLE: President

25 day of July, 2019

AUTHENTICATE:

  
Signature  
Perry Douglass

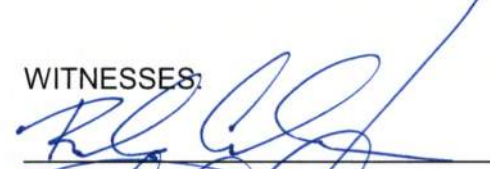



Perry Douglass  
Commission # FF987812  
Expires: May 1, 2020  
Bonded thru Aaron Notary

Print Name and Title

(CORPORATE SEAL)

WITNESSES:

**Second Amendment To  
Standard Project Agreement  
between  
THE CITY OF SUNRISE  
And  
SONG & ASSOCIATES, INC.**

This Second Amendment ("Second Amendment") to the Standard Project Agreement between the City of Sunrise and Song & Associates, Inc. for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project dated March 28, 2017, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "City") and Song & Associates, Inc. (Consultant").

**WHEREAS**, a Standard Project Agreement ("Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on March 28, 2017; and

**WHEREAS**, a First Amendment to Standard Project Agreement (" First Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on October 24, 2019; and

**WHEREAS**, the parties wish to amend the Project Agreement to revise the Scope of Services set forth on Exhibit A.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Section 4.1 of the Project Agreement is hereby amended as follows:

4.1 The Owner shall compensate the Consultant for services rendered pursuant to paragraphs 1.3 through 1.8 and Exhibit A, Scope of Services, of this Agreement by payment of the fixed sum of: ~~\$4,791,056~~ ~~\$4,856,391~~ **\$4,861,391**.

3. Section 4.2 of the Project Agreement is hereby amended as follows:

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

Programming and Concept Design	\$400,475_	<del>\$310,000</del>	(8.2%)_	<del>(6%)</del>
Demolition		\$48,500		(1.0%)
City Hall	\$2,173,307_	<del>\$2,074,257</del>	<u>(44.7%)</u>	<del>(44.8%)</del> <del>(43%)</del>
Parking Garage	\$776,949	<del>\$758,999</del>	<u>(16.0%)</u>	<del>(16.1%)</del> <del>(16%)</del>
Garage Occupiable Space		\$55,000		(1.1%)
Water Park	\$54,960	<del>\$404,600</del>	(1.1%)	<del>(8%)</del>
Amphitheater Expansion	\$252,900	<del>\$272,900</del>	(5.2 %)	<del>(6%)</del>
Civic Center Theater Study		\$56,100		(1.2%) <del>(2%)</del>
Site Work – Campus wide	\$877,700	<del>\$815,700</del>	(18.1%)	<del>(17%)</del>
Plat Determination		\$4,000		(0.1%)
Mass Transit Coordination		\$6,500		(0.1%)
Additional Surface Parking		\$69,500		(1.4%)
Wetland Mitigation		\$30,000		(0.6%)
<u>Temporary Parking during construction</u>		<u>\$5,000</u>		<u>(0.1%)</u>
Reimbursable Expenses		\$50,000		(1.0 %)

4. Exhibit "A" – Scope of Services in the Project Agreement is hereby amended to include additional services as described in Exhibit "A-1" which is attached hereto and incorporated in this Second Amendment.

(Intentionally Left Blank)

SECOND AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND SONG & ASSOCIATES, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment 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 Song & Associates, Inc. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By:   
Timothy Welch


8 day of April, 2020



HERE

**CONSULTANT**


SONG & ASSOCIATES, INC.

By:   
Young Song, President

TITLE: President

6 day of April, 2020

AUTHENTICATE:

  
Signature  
JILL LAROCHÉ  
Print Name and Title  
CORPORATE SECRETARY

(CORPORATE SEAL)

WITNESSES:




November 5, 2019

City of Sunrise  
Alan Gavazzi, AIA  
Capital Projects Director  
777 Sawgrass Corporate Parkway  
Sunrise, FL 33325

RE: Sunrise Municipal Complex  
Temporary Parking Lot Design  
**Additional Services Fee Amendment #2**

Dear Alan:

Song + Associates, Inc. respectfully requests approval of Additional Services to design a temporary parking lot to be located in the vacant lot south of the existing City Hall. The temporary parking lot is to provide additional parking for existing City Hall while the new City Hall is under construction. Design of the temporary parking lot will include a single lift of asphalt, pavement markings, and grading. The temporary lot will be designed to drain into the adjacent pervious areas. Underground drainage improvements are not included. No additional permitting is anticipated. Plans of the temporary parking lot will be included in the City Hall plans as a separate sheet.

**I. PROFESSIONAL FEES**

The proposed net change to our contract amount will be as follows:

Current Contract Amount	\$ 4,856,391.00	
Additional Service Fee Amendment #1		\$ 5,000.00
<b>Proposed Revised Contract Amount</b>		<b>\$ 4,861,391.00</b>

**Song + Associates, Inc.**

Architecture • Planning • Interior Design  
AA003165 / IB0001095

1545 Centrepark Drive North  
West Palm Beach, Florida 33401  
T : 561.655.2423 F : 561.655.1482

American Institute of Architects / NCARB

**EXHIBIT A-1**

Additional Services Fee Amendment #2  
Sunrise Municipal Complex - Temporary Parking Lot Design  
November 5, 2019  
Page 2 of 2

Acceptance of this Proposal may be indicated by the signature of a duly authorized official of the City of Sunrise in the space provided below. The return of a signed copy of this Proposal to our office will serve as an agreement between the parties and as a Notice to Proceed. We appreciate this opportunity and look forward to your consideration of this proposal.

Sincerely,



Robert Castrovinci, AIA, NCARB  
Senior Architect

cc: Jo Ann Brent, S+A, File

Accepted By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Third Amendment To  
Standard Project Agreement  
between  
THE CITY OF SUNRISE  
And  
SONG & ASSOCIATES, INC.**

This Third Amendment ("Second Amendment") to the Standard Project Agreement between the City of Sunrise and Song & Associates, Inc. for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project dated March 28, 2017, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "City") and Song & Associates, Inc. (Consultant").

**WHEREAS**, a Standard Project Agreement ("Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on March 28, 2017; and

**WHEREAS**, a First Amendment to Standard Project Agreement ("First Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on October 24, 2019; and

**WHEREAS**, a Second Amendment to Standard Project Agreement ("Second Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on April 8, 2020; and

**WHEREAS**, the parties wish to amend the Project Agreement to revise the Scope of Services set forth on Exhibit A.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Section 4.1 of the Project Agreement is hereby amended as follows:

4.1 The Owner shall compensate the Consultant for services rendered pursuant to paragraphs 1.3 through 1.8 and Exhibit A, Scope of Services, of this Agreement by payment of the fixed sum of: ~~\$4,791,056~~ ~~\$4,856,391~~ ~~\$4,861,391~~ **\$4,868,856.**

3. Section 4.2 of the Project Agreement is hereby amended as follows:

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

Programming and Concept Design	\$400,475	<del>\$310,000</del>	(8.2%)	<del>(6%)</del>
Demolition		\$48,500		(1.0%)
City Hall	\$2,173,307	<del>\$2,074,257</del>	(44.6%)	<del>(44.7%)</del> (44.8%) (43%)
Parking Garage	\$776,949	<del>\$758,999</del>	(16.0%)	<del>(16.1%)</del> (16%)
Garage Occupiable Space		\$55,000		(1.1%)
Water Park	\$54,960	<del>\$404,600</del>	(1.1%)	<del>(8%)</del>
Amphitheater Expansion	\$252,900	<del>\$272,900</del>	(5.2 %)	<del>(6%)</del>
Civic Center Theater Study		\$56,100		(1.2%)
Site Work – Campus wide	\$877,700	<del>\$815,700</del>	(18.0%)	<del>(18.1%)</del> (17%)
Plat Determination		\$4,000		(0.1%)
Mass Transit Coordination		\$6,500		(0.1%)
Additional Surface Parking		\$69,500		(1.4%)
Wetland Mitigation		\$30,000		(0.6%)
Temporary Parking during construction		\$5,000		(0.1%)
<b><u>Army Corps of Engineers Submittal</u></b>		<b><u>\$7,465</u></b>		<b><u>(0.2%)</u></b>
Reimbursable Expenses		\$50,000		(1.0 %)

4. Exhibit "A" – Scope of Services in the Project Agreement is hereby amended to include additional services as described in Exhibit "A-1" which is attached hereto and incorporated in this Second Amendment.

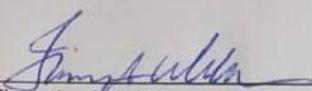
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THIRD AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND SONG & ASSOCIATES, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment 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 Song & Associates, Inc. by and through its President duly authorized to execute same.

CITY

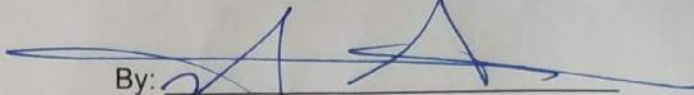
CITY OF SUNRISE, FLORIDA

By:   
Timothy Welch

14 day of May, 2020.

CONSULTANT

SONG & ASSOCIATES, INC.

By:   
Young Song, President

TITLE: President

15 day of April, 2020

AUTHENTICATE:

  
Signature

Yoon Lee, Vice President  
Print Name and Title

(CORPORATE SEAL)



WITNESSES:

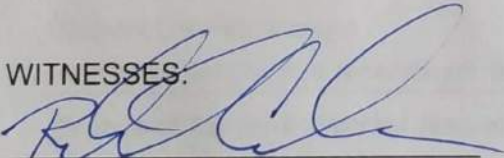
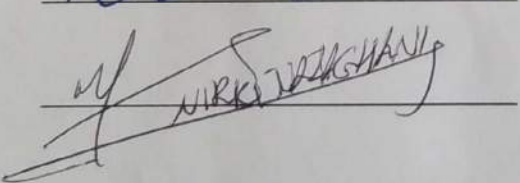
  
  
NIRKIS J. J. HANLEY

EXHIBIT A-1



April 3, 2020

City of Sunrise  
Alan Gavazzi, AIA  
Capital Projects Director  
777 Sawgrass Corporate Parkway  
Sunrise, FL 33325

RE: Sunrise Municipal Complex  
US Army Corps of Engineers Permit Application  
**Additional Services Fee Amendment #3**

Dear Alan:

Song + Associates, Inc. respectfully requests approval of Additional Services to prepare a Nationwide Permit application for the US Army Corps of Engineers which will indicate the limits of proposed on-site excavation and fill areas, limits of existing wetlands and surface waters, proposed impacts to existing wetlands and surface waters, and typical sections illustrating the proposed on-site excavation/fill activities.

Further scope clarification can be found in the attached proposal.

**I. PROFESSIONAL FEES**

The proposed net change to our contract amount will be as follows:

Current Contract Amount	\$ 4,861,391.00	
Additional Service Fee Amendment #3		\$ 7,465.00
<b>Proposed Revised Contract Amount</b>		<b>\$ 4,868,856.00</b>

**Song + Associates, Inc.**  
Architecture • Planning • Interior Design  
AA003165 / IB0001095

1545 Centrepark Drive North  
West Palm Beach, Florida 33401  
T : 561.655.2423 F : 561.655.1482

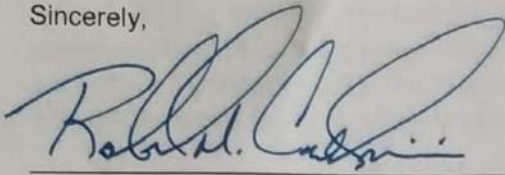
American Institute of Architects / NCARB

**EXHIBIT A-1**

Additional Services Fee Amendment #3  
Sunrise Municipal Complex – US Army Corps of Engineers Permit Application  
April 3, 2020  
Page 2 of 2

Acceptance of this Proposal may be indicated by the signature of a duly authorized official of the City of Sunrise in the space provided below. The return of a signed copy of this Proposal to our office will serve as an agreement between the parties and as a Notice to Proceed. We appreciate this opportunity and look forward to your consideration of this proposal.

Sincerely,



Robert Castrovinci, AIA, NCARB  
Senior Architect

cc: Jo Ann Brent, S+A, File

Accepted By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_



**AMENDMENT NUMBER 5 TO THE AGREEMENT BETWEEN  
THE CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

**AMENDMENT NUMBER 5** DATED March 2, 2020 to the AGREEMENT between Song and Associates, Inc. ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated May 15, 2017 ("the Agreement") concerning the City of Sunrise City Hall and Municipal Campus Improvements in Sunrise, Florida (the "Project").

The Consultant has entered into the Agreement with the Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

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

Michael F. Schwartz, PE  
Senior Vice President

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

**SONG AND ASSOCIATES, INC.**

By: \_\_\_\_\_,

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Email Address)

Kimley-Horn) understands that the client is requesting federal permitting services and a Florida bonneted bat cavity survey for the Project and shall perform the following Additional Services:

**SCOPE OF SERVICES**

**Task 1 – US Army Corps of Engineers Permit Application**

Kimley-Horn will prepare a Nationwide Permit application for the US Army Corps of Engineers (USACE) for the proposed project site. The permit application will include preliminary site plan drawings indicating the limits of proposed on-site excavation and fill areas, limits of existing wetlands and surface waters, proposed impacts to existing wetlands and surface waters, and typical sections illustrating the proposed on-site excavation/fill activities.

It is assumed that the same wetland mitigation required by Broward County will meet the requirements of the USACE. If additional mitigation is required, a separate scope and fee will be prepared. It is assumed that the Public Notice, Statement of Finding, and Permit will be prepared by the USACE.

Once the application is submitted, Kimley-Horn will respond to one Request for Available Information (RAI) from USACE and conduct up to one site visit with the USACE, if required.

All permit application fees and mitigation amounts shall be paid by the Client. Any additional RAI's or meetings with USACE will be considered additional services.

Kimley-Horn will correspond with the US Fish and Wildlife Service (FWS) via telephone and email regarding the effect determinations provided by the USACE regarding federally protected species potentially occurring within the project site.

**FEE AND BILLING**

TASK	LUMP SUM FEE
Task 1 – US Army Corps of Engineers Permit Application	\$7,465

**PROJECT FEES AND COST-TO-COMPLETES**

Project Name: Sunrise City Hall  
 Project Number: 0  
 Date Prepared: 2/27/2020  
 Estimated By: Tori Bachelor

		Initial Estimated Effort Req'd	Contract Amount (Fee)	Monthly Updates (Cost-To-Completes)	
				Effort Remaining	% Complete
<b>Labor Tasks:</b>					
1	USACE Permitting	\$7,465		\$7,465	
[task no.]		\$0		\$0	
[task no.]	[task name]	\$0		\$0	
[task no.]	[task name]	\$0		\$0	
[task no.]	[task name]	\$0		\$0	
<b>Total Labor:</b>		<b>\$7,465</b>	<b>\$0</b>	<b>\$7,465</b>	
<b>Expense Tasks:</b>					
700	Direct Expenses	\$0		\$50	
701	Computer	\$0		\$0	
801	Survey	\$0			
802	contingency	\$0			
803	[subconsultant name]	\$0			
804	[subconsultant name]	\$0			
805	[subconsultant name]	\$0			
888	Allocation	\$433	\$0	\$433	0%
<b>Total Expenses:</b>		<b>\$433</b>	<b>\$0</b>	<b>\$483</b>	<b>-12%</b>
<b>Total Project:</b>		<b>\$7,898</b>	<b>\$0</b>		
<b>Effort Needed to Finish Project:</b>				<b>\$7,948</b>	
<b>% Complete:</b>					

Shading indicates cells that require user input

Shading indicates cells that contain formulas that must be updated with correct worksheet names

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: \_\_\_\_\_  
 Project Number: \_\_\_\_\_  
 Date Prepared: \_\_\_\_\_  
 Estimated By: \_\_\_\_\_

Estimated Project Duration:  
 Design, Permitting, & Bidding: \_\_\_\_\_ months  
 Construction: \_\_\_\_\_ months  
 Total: 0 months

KHA Task #	Subtask ID Number	KHA Task Name Subtask Name/Description	Assumption	Team	Person	Direct Labor (Person-Hours)										Misc.
						Principal	Senior	Prof	Analyst	CADD	Designer	Tech/	Support	KHA	Computer	
						P-7/8	P-5/6	P-3/4	P-1/2	CO-5/6	D7	Field Rep T-4	Staff C-5	Labor Total	Hours	Expense (\$)
1		USACE Permitting														
		USACE application						4.00	16.00							
		GIS figures						2.00	4.00							
		QC					1.00	2.00								
		RAI					2.00	3.00	12.00							
		Meetings					8.00	5.00								
		Project and Task Management					2.00	2.00					2.00			
		Subtotal (Hours)					0	13	18	32	0	0	2		0	\$0
		Task Total (Dollars)					\$0	\$1,885	\$2,250	\$3,200	\$0	\$0	\$130	\$7,465	\$0	\$0

**Fourth Amendment To  
Standard Project Agreement  
between  
THE CITY OF SUNRISE  
And  
SONG & ASSOCIATES, INC.**

This Fourth Amendment ("Fourth Amendment") to the Standard Project Agreement between the City of Sunrise and Song & Associates, Inc. for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project dated March 28, 2017, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "City") and Song & Associates, Inc. (Consultant").

**WHEREAS**, a Standard Project Agreement ("Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on March 28, 2017; and

**WHEREAS**, a First Amendment to Standard Project Agreement ("First Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on October 24, 2019; and

**WHEREAS**, a Second Amendment to Standard Project Agreement ("Second Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 14, 2020; and

**WHEREAS**, a Third Amendment to Standard Project Agreement ("Second Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 14, 2020; and

**WHEREAS**, the parties wish to amend the Project Agreement to revise the Scope of Services set forth on Exhibit A.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Section 4.1 of the Project Agreement is hereby amended as follows:

4.1 The Owner shall compensate the Consultant for services rendered pursuant to paragraphs 1.3 through 1.8 and Exhibit A, Scope of Services, of this Agreement by payment of the fixed sum of: ~~\$4,791,056~~ ~~\$4,856,391~~ ~~\$4,861,391~~ ~~\$4,868,856~~ **\$4,879,776.**

3. Section 4.2 of the Project Agreement is hereby amended as follows:

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

Programming and Concept Design	\$400,475	<del>\$310,000</del>	(8.2%)	<del>(6%)</del>
Demolition	\$48,500		(1.0%)	
City Hall	\$2,173,307	<del>\$2,074,257</del>	<del>(44.5%)</del>	<del>(44.6%)</del> <del>(44.7%)</del> <del>(44.8%)</del> (43%)
Parking Garage	\$776,949	<del>\$758,999</del>	(15.9%)	<del>(16.0%)</del> <del>(16.1%)</del> (16%)
Garage Occupiable Space	\$55,000		(1.1%)	
Water Park	\$54,960	<del>\$404,600</del>	(1.1%)	<del>(8%)</del>
Amphitheater Expansion	\$252,900	<del>\$272,900</del>	(5.2 %)	<del>(6%)</del>
Civic Center Theater Study	\$56,100		(1.1%)	<del>(1.2%)</del> <del>(2%)</del>
Site Work – Campus wide	\$877,700	<del>\$815,700</del>	(18.0%)	<del>(18.1%)</del> <del>(17%)</del>
Plat Determination	\$4,000		(0.1%)	
Mass Transit Coordination	\$6,500		(0.1%)	
Additional Surface Parking	\$69,500		(1.4%)	
Wetland Mitigation	\$30,000		(0.6%)	
Temporary Parking during construction	\$5,000		(0.1%)	
Army Corps of Engineers Submittal	\$7,465		(0.2%)	
<b><u>Watermain Extension</u></b>	<b><u>\$10,920</u></b>		<b><u>(0.2%)</u></b>	
Reimbursable Expenses	\$50,000		(1.0 %)	

4. Exhibit "A" – Scope of Services in the Project Agreement is hereby amended to include additional services as described in Exhibit "A-1" which is attached hereto and incorporated in this Second Amendment.

(Intentionally Left Blank)

FOURTH AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND  
SONG & ASSOCIATES, INC.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Second Amendment 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 Song & Associates, Inc. by and through its President duly authorized to execute same.

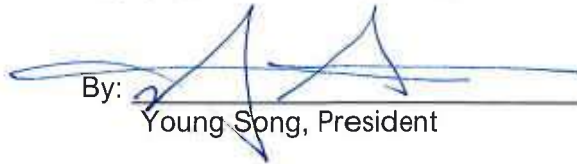
CITY

CITY OF SUNRISE, FLORIDA

By:   
~~Richard Salamon~~ MARK S. LUBELSKI  
SFD 7/14/20  
14 day of July, 2020.

**CONSULTANT**


SONG & ASSOCIATES, INC.

By:   
Young Song, President

TITLE: President

19 day of June, 2020

AUTHENTICATE:

  
Signature  
J. Subanawan, Principal  
Print Name and Title

(CORPORATE SEAL)

WITNESSES:

John Breen  


RESOLUTION NO. 17-14-21-A

2021 MAY 11 PM 8:43

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A  
"FIFTH AMENDMENT TO STANDARD PROJECT AGREEMENT  
BETWEEN THE CITY OF SUNRISE AND SONG & ASSOCIATES, INC."  
FOR THE NEW CITY HALL AND MUNICIPAL CAMPUS  
IMPROVEMENTS PROJECT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, in 2014, the City hired a design consultant to prepare a master plan for the municipal campus; and

WHEREAS, on March 28, 2017, the City entered into a Standard Project Agreement (Project Agreement) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project with Song & Associates, Inc.; and

WHEREAS, the parties want to amend the scope of services to add additional service for Threshold Inspection Services.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The "Fifth Amendment to Standard Project Agreement between the City of Sunrise and Song & Associates, Inc." (Fifth Amendment) for the New City Hall and Municipal Campus Improvements Project is hereby approved. A copy of the Fifth Amendment is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Fifth Amendment.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 11TH DAY of MAY, 2021.



\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:



Felicia M. Bravo  
City Clerk



MOTION: KERCH  
SECOND: GUZMAN

DOUGLAS: YEA  
GUZMAN: YEA  
KERCH: YEA  
SCUOTTO: YEA  
RYAN: YEA

Approved by the City Attorney  
as to Form and Legal Sufficiency

  
Kimberly A. Kisslan

CITY CLERK  
CITY OF SUNRISE

2021 MAY 11 PM 8:44

**Fifth Amendment To  
Standard Project Agreement  
between  
THE CITY OF SUNRISE  
And  
SONG & ASSOCIATES, INC.**

This Fifth Amendment ("Fifth Amendment") to the Standard Project Agreement between the City of Sunrise and Song & Associates, Inc. for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project dated March 28, 2017, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "City") and Song & Associates, Inc. (Consultant").

**WHEREAS**, a Standard Project Agreement ("Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on March 28, 2017; and

**WHEREAS**, a First Amendment to Standard Project Agreement ("First Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on October 24, 2019; and

**WHEREAS**, a Second Amendment to Standard Project Agreement ("Second Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on April 8, 2020; and

**WHEREAS**, a Third Amendment to Standard Project Agreement ("Second Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 14, 2020; and

**WHEREAS**, a Fourth Amendment to Standard Project Agreement ("Second Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on July 16, 2020; and

**WHEREAS**, the parties wish to amend the Project Agreement to revise the Scope of Services set forth on Exhibit A.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations

created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.
2. Section 4.1 of the Project Agreement is hereby amended as follows:

4.1 The Owner shall compensate the Consultant for services rendered pursuant to paragraphs 1.3 through 1.8, ~~and Exhibit A, Scope of Services, and Exhibit A-1, Scope of Services~~ of this Agreement by payment of the fixed sum of: ~~\$4,879,776~~, **\$5,007,176**.

3. Section 4.2 of the Project Agreement is hereby amended as follows:

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

Programming and Concept Design	\$400,475	<del>(8.2%)</del> <u>(8.0%)</u>
Demolition	\$48,500	(1.0%)
City Hall	\$2,173,307	<del>(44.5%)</del> <u>(43.4%)</u>
Parking Garage	\$776,949	<del>(15.9%)</del> <u>(15.5%)</u>
Garage Occupiable Space	\$55,000	(1.1%)
Water Park	\$54,960	(1.1%)
Amphitheater Expansion	\$252,900	<del>(5.2%)</del> <u>(5.1%)</u>
Civic Center Theater Study	\$56,100	<del>(1.2%)</del> <u>(1.1%)</u>
Site Work – Campus wide	\$877,700	<del>(18.0%)</del> <u>(17.5%)</u>
Plat Determination	\$4,000	(0.1%)
Mass Transit Coordination	\$6,500	(0.1%)
Additional Surface Parking	\$69,500	(1.4%)
Wetland Mitigation	\$30,000	(0.6%)
Temporary Parking during construction	\$5,000	(0.1%)
Army Corps of Engineers Submittal	\$7,465	<del>(0.2%)</del> <u>(0.1%)</u>
Watermain Extension	\$10,920	(0.2%)
<b><u>Threshold Inspection</u></b>	<b><u>\$127,900</u></b>	<b><u>(2.6%)</u></b>
Reimbursable Expenses	\$50,000	(1.0%)

4. Section 7.13 E-Verify – Employment Eligibility is hereby added to read as follows:

**SECTION 7.13 E-VERIFY - EMPLOYMENT ELIGIBILITY**

**7.13.1 E-VERIFY - EMPLOYMENT ELIGIBILITY**

- a. Consultant warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, Consultant shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verify that all of the Consultant's subcontractors performing the duties and obligations of this Project Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.
  - b. Consultant shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Consultant shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Project Agreement which requires a longer retention period.
  - c. City shall terminate this Project Agreement if it has a good faith belief that Consultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Consultant's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Consultant to terminate its contract with the subcontractor and Consultant shall immediately terminate its contract with the subcontractor.
  - d. If City terminates this Project Agreement pursuant to the subsection c above, Consultant shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Project Agreement was terminated. In the event of such Project Agreement termination, Consultant shall also be liable for any additional costs incurred by City as a result of the termination.
5. Exhibit "A" – Scope of Services in the Project Agreement is hereby amended to include additional services as described in Exhibit A-1 which is attached hereto and incorporated in this Fifth Amendment.

(Intentionally Left Blank)

FIFTH AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND SONG & ASSOCIATES, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment 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 Song & Associates, Inc. by and through its President duly authorized to execute same.

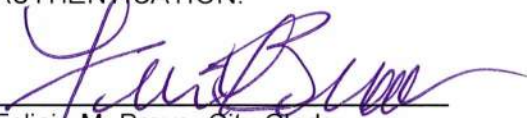
CITY

CITY OF SUNRISE, FLORIDA

By:   
Mayor Michael J. Ryan

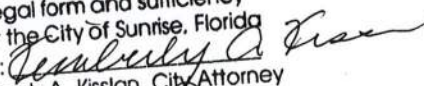
11<sup>th</sup> day of May, 2021.

AUTHENTICATION:

  
Felicia M. Bravo, City Clerk

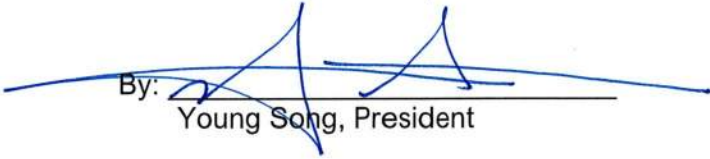
(SEAL) Seal



Approved as to  
legal form and sufficiency  
for the City of Sunrise, Florida  
By:   
Kimberly A. Kisslan, City Attorney

**CONSULTANT**

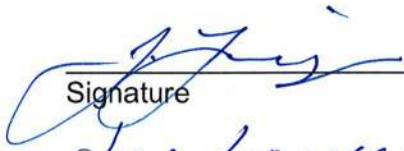
SONG & ASSOCIATES, INC.

By:   
Young Song, President

TITLE: President


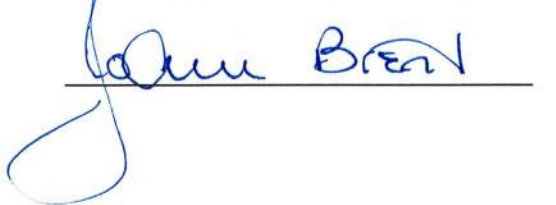
26 day of February, 2021

AUTHENTICATE:

  
Signature  
JILL LANTICAN  
Print Name and Title  
CORPORATE SECRETARY

(CORPORATE SEAL)

WITNESSES:

**EXHIBIT A-1**

宋

February 26, 2021

City of Sunrise  
Alan Gavazzi, AIA  
Capital Projects Director  
777 Sawgrass Corporate Parkway  
Sunrise, FL 33325

RE: Sunrise Municipal Complex  
Threshold Inspection Services  
**Additional Services Fee Amendment #5**

Dear Alan:

Song + Associates, Inc. respectfully requests approval of this Additional Service for Threshold Inspection Services on the construction of the New City Hall. Services will be provided as described in Exhibit A-1 which includes rates identified in Exhibit A-1.1, "2021 Hourly Billing Rates" as a Not to Exceed (NTE) amount. When approaching 80% utilization of the fee, the City will be notified so an assessment can be made if the remaining 20% will be adequate to have the inspections carry through completion of the structure.

**I. PROFESSIONAL FEES**

The proposed net change to our contract amount will be as follows:

Current Contract Amount	\$ 4,879,276.00	
Additional Service Fee Amendment #5		\$ 127,900.00
<b>Proposed Revised Contract Amount</b>		<b>\$ 5,007,176.00</b>

**Song + Associates, Inc.**  
Architecture • Planning • Interior Design  
AA003165 / IB0001095

1545 Centrepark Drive North  
West Palm Beach, Florida 33401  
T : 561.655.2423 F : 561.655.1482

American Institute of Architects / NCARB

**EXHIBIT A-1**

Additional Services Fee Amendment #5  
Sunrise Municipal Complex – Threshold Inspection Services  
February 26, 2021  
Page 2 of 2

Acceptance of this Proposal may be indicated by the signature of a duly authorized official of the City of Sunrise in the space provided below. The return of a signed copy of this Proposal to our office will serve as an agreement between the parties and as a Notice to Proceed. We appreciate this opportunity and look forward to your consideration of this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Castrovinci", written over a horizontal line.

Robert Castrovinci, AIA, NCARB  
Senior Architect

cc: Jo Ann Brent, S+A, File

## EXHIBIT A-1.1

Page 1 of 4

### SCOPE OF SERVICES

Our scope of services shall consist of the following:

#### A. Pre-Construction

1. Complete affidavits required by local building officials to initiate the threshold inspection process.
2. Review contract drawings including Threshold Inspection Plan, specifications and other data pertinent to the design and construction of the primary structural frame.

#### B. Inspection & Reporting

1. The Threshold Inspector (TI), who is a licensed professional engineer in the State of Florida, or his duly authorized representative, shall inspect the work of the primary structural frame and the structural aspects of the building enclosure in accordance with the permitted contract documents and any written variations by the Structural Engineer of Record (SER). Shop drawings can be used for inspections only as a supplement to the contract documents. In all cases, the contract documents govern over shop drawings unless expressly noted differently by SER.
2. Inspections will be per the Threshold Inspection Plan, which will be authored by Structural Engineer of Record. We anticipate inspection of the elements indicated above.
3. We do **not** perform inspections of soils or piles, but these inspections may be required to be performed by others. We do **not** perform inspections of any windows; railings; painting; caulking; waterproofing; fireproofing; roofing; stucco or finish systems; architectural elements; ADA requirements; window performance; civil or site elements; pool finishes or systems; signs or lighting; electrical, mechanical, and plumbing systems; security systems; life safety systems or other elements not contributing to the structural building frame.
4. Per Florida statute, some QA/QC inspections will be performed according to the firms QA/QC inspection standard and policy.
5. Upon completion of all outstanding punch list items and prior to issuance of a certificate of occupancy, submission of a signed and sealed statement by the threshold inspector to the building department stating that the inspected systems have been constructed in general conformance with the contract documents.

## EXHIBIT A-1.1

Page 2 of 4

### CITY AND CONSTRUCTION MANAGER RESPONSIBILITY

The City and/or Construction Manager (Stiles Construction) shall be responsible to:

- A. Provide the firm access to the site typically between the hours of 7:00 AM and 7:00 PM.
- B. Provide one half-size set, as well as, PDF's of the contract documents. Provide one set of shop drawings for each structural system to be inspected.
- C. Ensure that a qualified materials testing agency is retained.
- D. Provide desk and collaboration space at the site complete with basic furniture, a printer and internet access in air-conditioned space.

### FEES

- A. The above mentioned Scope of Services will be provided on an hourly basis, using the rates contained in the attached 2021 Hour Billing Rates for Threshold Inspections. Based on a preliminary schedule as described from Stiles; we understand to be 2 months for foundations, 5 months for the concrete floor framing and shell, 1 month for precast panels; and 1 month for windows. The actual construction progress, and any phasing, determined by the Construction Manager could greatly influence the inspection hours that are necessary. We propose to carry out the work on an Hourly Basis with an estimated fee of **\$127,900** with the following qualifications:
  - 1. If at some point the project does not require full time coverage, the inspectors should be scheduled on an as-needed basis.
  - 2. Work shall be scheduled by the Construction Manager in an efficient manner, minimizing the time of the inspector at the site.
  - 3. Travel time is not charged, however, each inspection call will be charged a minimum of four (4) hours. Therefore, inspections should be grouped to allow optimal use of the inspector.
  - 4. If overtime premium is necessary to complete inspections, the basic hourly rate will be increased by 1.50. Overtime is defined by any hours over 40 hours per week, inspections required before 7am or after 4 pm Monday through Friday, or any Saturday inspections. Sunday inspections, if necessary, will be billed at 2.0 x normal hourly rate.

## EXHIBIT A-1.1

Page 3 of 4

### QUALIFICATIONS AND LIMITATIONS

- A. The Construction Manager is solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this work, including meeting all current OSHA regulations. The TI is not responsible for the means and methods of construction or for related safety precautions and programs.
- B. It is understood that by the firm performing any inspections, that in no way is the Construction Manager, relieved of their duty to construct per the approved permitted plans; as clearly indicated in Florida Statutes 553.79 (5) (a)... "The contractor's contractual or statutory obligations are not relieved by any action of the special inspector".
- C. Please note that the attached 2021 Hour Billing Rates for Threshold Inspections is for services performed in accordance with the scope of services detailed above.
- D. **PURSUANT TO SECTION 558.0035 F.S., AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT (TT) MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED (INCREASED FONT SIZE PER FLORIDA STATUTE).**

**EXHIBIT A-1.1**

2021 HOURLY BILLING RATES  
THRESHOLD INSPECTIONS

TITLE	HOURLY BILLING RATE	OVERTIME RATE
PRINCIPAL- SPECIAL (THRESHOLD) INSPECTOR	\$225.00	NA
INSPECTION QA/QC OR PROJECT MANAGER	\$155.00	NA
AUTHORIZED INSPECTOR'S REPRESENTATIVE	\$105.00	\$157.50
ADMINISTRATIVE	\$75.00	NA

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**Sixth Amendment To  
Standard Project Agreement  
between  
THE CITY OF SUNRISE  
And  
SONG & ASSOCIATES, INC.**

This Sixth Amendment ("Sixth Amendment") to the Standard Project Agreement between the City of Sunrise and Song & Associates, Inc. for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project dated March 28, 2017, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "City") and Song & Associates, Inc. (Consultant).

**WHEREAS**, a Standard Project Agreement ("Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on March 28, 2017; and

**WHEREAS**, a First Amendment to Standard Project Agreement ("First Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on October 24, 2019; and

**WHEREAS**, a Second Amendment to Standard Project Agreement ("Second Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on April 8, 2020; and

**WHEREAS**, a Third Amendment to Standard Project Agreement ("Third Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 14, 2020; and

**WHEREAS**, a Fourth Amendment to Standard Project Agreement ("Fourth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on July 16, 2020; and

**WHEREAS**, a Fifth Amendment to Standard Project Agreement ("Fifth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements

Watermain Extension	\$10,920	(0.2%)
Threshold Inspection	\$127,900	(2.6%)
<b><u>Electrical Design – Irrigation Pump</u></b>	<b><u>\$5,200</u></b>	<b><u>(0.1%)</u></b>
Reimbursable Expenses	\$50,000	(1.0%)

4. Exhibit "A" – Scope of Services in the Project Agreement is hereby amended to include additional services as described in Exhibit "A" which is attached hereto and incorporated in this Sixth Amendment.
5. Conflicting Terms. In the event the terms of this Sixth Amendment conflict with those of the Project Agreement, the terms of this Sixth Amendment shall govern. All other terms of the Project Agreement shall remain and continue in full force and effect.
6. Captions. The captions of this Sixth Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Sixth Amendment.
7. Effective Date. This Sixth Amendment shall be effective when it is fully executed by both parties.

(Intentionally Left Blank)

SIXTH AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND SONG & ASSOCIATES, INC.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Sixth Amendment on the respective dates under each signature: The City, signing by and through its Utilities Director, duly authorized to execute same and by Song & Associates, Inc. by and through its President duly authorized to execute same.

CITY

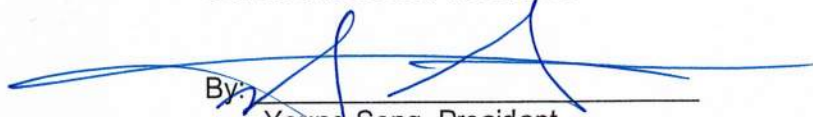
**CITY OF SUNRISE, FLORIDA**

By:   
Timothy Welch

8<sup>th</sup> day of September, 2021.

**CONSULTANT**

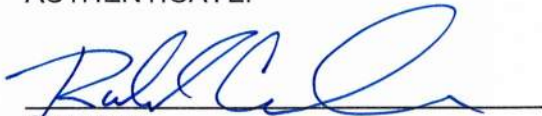
SONG & ASSOCIATES, INC.

  
By: \_\_\_\_\_  
Young Song, President

TITLE: President

23 day of August, 2021

AUTHENTICATE:

  
Signature

ROBERT CASTROVINCI, PROJECT ARCHITECT  
Print Name and Title

(CORPORATE SEAL)

WITNESSES:

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

**Seventh Amendment To  
Standard Project Agreement  
between  
THE CITY OF SUNRISE  
And  
SONG & ASSOCIATES, INC.**

This Seventh Amendment ("Seventh Amendment") to the Standard Project Agreement between the City of Sunrise and Song & Associates, Inc. for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project dated March 28, 2017, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "City") and Song & Associates, Inc. (Consultant").

**WHEREAS**, a Standard Project Agreement ("Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on March 28, 2017; and

**WHEREAS**, a First Amendment to Standard Project Agreement ("First Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on October 24, 2019; and

**WHEREAS**, a Second Amendment to Standard Project Agreement ("Second Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on April 8, 2020; and

**WHEREAS**, a Third Amendment to Standard Project Agreement ("Third Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 14, 2020; and

**WHEREAS**, a Fourth Amendment to Standard Project Agreement ("Fourth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on July 16, 2020; and

**WHEREAS**, a Fifth Amendment to Standard Project Agreement ("Fifth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements

Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 11, 2021; and

**WHEREAS**, a Sixth Amendment to Standard Project Agreement (“Sixth Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on September 8, 2021; and

**WHEREAS**, on February 8, 2022, the parties exercised the first one-year renewal which expires on March 27, 2023; and

**WHEREAS**, the parties wish to amend the Project Agreement to revise the Scope of Services set forth on Exhibits A and A-1.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.
2. Section 4.1 of the Project Agreement is hereby amended to add the language in underline and delete the language in strikethrough, as follows:

4.1 The Owner shall compensate the Consultant for services rendered pursuant to paragraphs 1.3 through 1.8 and Exhibit A-1, Scope of Services, of this Agreement by payment of the fixed sum of: ~~\$5,042,376~~ \$5,042,101.

3. Section 4.2 of the Project Agreement is hereby amended to add the language in underline and delete the language in strikethrough, as follows:

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

Programming and Concept Design	\$400,475	<u>(1.0%)</u> <del>(8.0%)</del>
Demolition	\$48,500	<u>(0.9%)</u> <del>(1.0%)</del>
City Hall	\$2,173,307	<u>(43.2%)</u> <del>(43.4%)</del>
Parking Garage	\$776,949	<u>(15.4%)</u> <del>(15.5%)</del>
Garage Occupiable Space	\$55,000	<u>(1.0%)</u> <del>(1.1%)</del>
Water Park	\$54,960	<u>(1.0%)</u> <del>(1.1%)</del>
Amphitheater Expansion	\$252,900	<u>(5.0%)</u> <del>(5.1%)</del>
Civic Center Theater Study	\$56,100	<u>(1.2%)</u> <del>(1.1%)</del>

Site Work – Campus wide	\$877,700	(17.4%) <del>(17.5%)</del>
Plat Determination	\$4,000	(0.1%)
Mass Transit Coordination	\$6,500	(0.15%)
Additional Surface Parking	\$69,500	(1.35%) <del>(1.4%)</del>
Wetland Mitigation	\$30,000	(0.6%) <del>(0.5%)</del>
Temporary Parking during construction	\$5,000	(0.1%)
Army Corps of Engineers Submittal	\$7,465	(0.15%)
Watermain Extension	\$10,920	(0.35%) <del>(0.2%)</del>
Threshold Inspection	\$127,900	(2.5%)
Electrical Design – Irrigation Pump	\$5,200	(0.1%)
<b><u>Architectural, MEP and IT Changes</u></b>	<b><u>\$29,725.00</u></b>	<b><u>(0.6%)</u></b>
Reimbursable Expenses	\$50,000	(1.0%)

4. Project Agreement is hereby amended to add Section 8 – Foreign Gifts and Contracts. Add language underlined as follows:

**SECTION 8 FOREIGN GIFTS AND CONTRACTS**

8.1 Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Consultant represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

5. Exhibits “A” and “A-1” – Scope of Services in the Project Agreement and its amendments are hereby amended to include additional services as described in Exhibit “A-1” which is attached hereto and incorporated in this Seventh Amendment.
6. Conflicting Terms. In the event the terms of this Seventh Amendment conflict with those of the Project Agreement or its amendments, the terms of this Seventh Amendment shall govern. All other terms of the Project Agreement and its amendments shall remain and continue in full force and effect.

7. Captions. The captions of this Seventh Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Seventh Amendment.
8. Effective Date. This Seventh Amendment shall be effective when it is fully executed by both parties.

(Intentionally Left Blank)

SEVENTH AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND SONG & ASSOCIATES, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this Seventh Amendment on the respective dates under each signature: the City, signing by and through its City Manager, duly authorized to execute same and by Song & Associates, Inc. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

SFD  
8/15/22  
8/23/22  
SFD

By: [Signature]  
Mark S. Lubelski, P.E., City Manager

26<sup>th</sup> day of August, 2022.

JMC  
7/12/22

R.C.  
7/15/22

**CONSULTANT**

SONG & ASSOCIATES, INC

By: 

Robert Castrovinci, AIA, NCARB

TITLE: Principal/Treasurer

5 day of July, 2022.

**AUTHENTICATE:**

  
Signature

Jill Lanigan, Principal / Secretary  
Print Name and Title

(CORPORATE SEAL)



**WITNESSES:**



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

EXHIBIT A-1

  
  
宋

April 28, 2022  
Updated 5/2/2022  
Updated 6/9/2022

City of Sunrise  
Alan Gavazzi, AIA  
Capital Projects Director  
777 Sawgrass Corporate Parkway  
Sunrise, FL 33325

RE: Sunrise Municipal Complex  
Owner Changes  
**Additional Services Fee Amendment #7R2**

Dear Alan:

Song + Associates, Inc. respectfully requests approval of Additional Services to provide the Architectural, Mechanical, Plumbing, Electrical and AV redesign of various areas of the City Hall building. Design changes include:

**TASK I:            \$3,080**

Electrical & Architectural meetings and plan changes required for coordination with City's furniture vendor.

- A meeting was held on-site on January 11, 2022 with the Electrical engineer, CBI, Ownership & Song to coordinate the Electrical & Architectural needs of the City provided furniture.
- Modifications required plans revisions and Building Department review and were issued as Revision 9.
- Refer to Attachment 1 for meeting minutes from the January 11, 2022 meeting.

**TASK II:            \$5,600**

Electrical & data meetings and plan changes required for coordination with the City's IT changes.

**Song + Associates, Inc.**

Architecture • Planning • Interior Design  
AA003165 / IB0001095

1545 Centrepark Drive North  
West Palm Beach, Florida 33401  
T : 561.655.2423 F : 561.655.1482

American Institute of Architects / NCARB

## EXHIBIT A-1

Additional Services Fee Amendment  
#7R2

Sunrise Municipal Complex – Owner Changes  
April 28, 2022 Revised May 2, 2022 Revised June 9, 2022  
Page 2 of 4

### **TASK III:**      **\$17,920**

Architectural, Electrical, Data, Mechanical, Plumbing, FP/FA and AV changes required for coordination with the Owner requested space changes and Chamber modifications:

- a. 1st floor: Secured Workroom 132 & MDF Room 105 were modified to provide an entry vestibule.
  - Provide Mechanical, Electrical, Interior, Architectural & Life Safety plans to modify the MDF & Secured Workroom to include a shared vestibule.
- b. 2nd floor: Recording Room is being moved to the 4th Floor, this space is now a Storage Room.
  - Provide Interior, Architectural and Life Safety plans to convert previous recording room to a storage room.
- c. 3rd floor: The Storage Room next to the elevator is being converted to a Mother's Room. Sink, counter, refrigerator power and convenience outlet required.
  - Provide Mechanical, Plumbing, Electrical, Interior, Architectural & Life Safety plans for the new Mother's Room.
- d. 4th floor: New Recording Room 485 layout.
  - Provide Mechanical, Electrical, Architectural and Life Safety plans for the new location.
  - Develop design approaches for the acoustic environment for the Recording Room. This shall include room configurations; volume; wall and ceiling assembly; and reverberation criteria.
  - Participate in up to 2 meetings/working sessions during the design process relating to room acoustics and sound isolation.
  - Provide functional specifications, and other documentation to assess acoustical aspects of the design for the Recording Room relocation.
- e. Chamber AV Modification:
  - Provide Electrical, Architectural, AV & Life Safety plans.
  - Attend two coordination meetings with the City's AV department.
  - Review the viability of a variety of proposed modifications provided by the Owner on March 7, 2022.
  - Coordinate the addition of AV controls to the left and right side of the dais.
  - Review the potential of adding displays on the sidewalls of the chambers.
  - Review the potential of using 70" monitors instead of 98" at the dais.
  - Research and provide new product options for larger screen options at the dais.
  - Modify the Overflow Room projector and screen system to a large wall mounted display system.
  - Upsize the previously approved panel and all related components.
  - Add UPS back up to AV requested by the Owner.
  - Research and provide updated Product Data Sheets and Specification to address the changes.
  - See attached Exhibit A for additional details on AV changes discussed.

**EXHIBIT A-1**

Additional Services Fee Amendment  
#7R2

Sunrise Municipal Complex – Owner Changes  
April 28, 2022 Revised May 2, 2022 Revised June 9, 2022  
Page 3 of 4

**TASK IV:       \$3,125**

Electrical & Architectural meetings and plan changes required for coordination with City’s additional UPS requests. Per May 10, 2022 e-mail from Marinelly Frias, the areas/systems listed below require UPS back-up. Task IV was previously submitted as Additional Service Request #8 which is now VOID.

- IDF rooms – Servers
- Commission Chambers – Dais, AV Equipment Room
- Green Room,
- Overflow
- One Stop
- Security system (by Other)
- Fire Alarm (By Others)
- Metasis Controller
- Cashiers at the second-floor lobby counter. (Will provide a 3KW UPS free standing tower for these 4 stations)
- Offices 363, 365, 366
- Payroll Work and Offices
- Training Room 2 (423)
- Recording Room and Open Shell
- Rooms; 571, 572, 556, 575 567, 553, 552, 550, 551, 561
- Das System (by Others)
- Offices 547, 525, 526, 527, 528, 529, 530
- Office 477
- Security Desk (Confirm location with room number please)

Proposal includes addressing permit revision comments.

**I. PROFESSIONAL FEES**

The proposed net change to our contract amount will be as follows:

Current Contract Amount	\$ 5,012,376.00	
Additional Service Fee Amendment #7		<b>\$ 29,725.00</b>
<b>Proposed Revised Contract Amount</b>		<b>\$ 5,042,101.00</b>

Acceptance of this Proposal may be indicated by the signature of a duly authorized official of the City of Sunrise in the space provided below. The return of a signed copy of this Proposal to our office will serve as an agreement between the parties and as a Notice to Proceed. We appreciate this opportunity and look forward to your consideration of this proposal.

**EXHIBIT A-1**

Additional Services Fee Amendment  
#7R2

Sunrise Municipal Complex – Owner Changes  
April 28, 2022 Revised May 2, 2022 Revised June 9, 2022  
Page 4 of 4

Sincerely,



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Leila A Rouady, RA, CGC  
Song + Associates, Inc.  
Project Executive/Senior Architect

cc: Jo Ann Brent, S+A, File

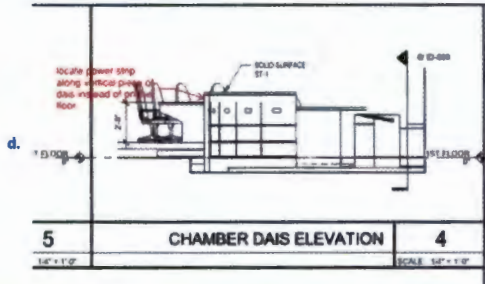
Accepted By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

CC AV meeting 3/18/22

Friday, March 18, 2022 3:30 PM

1. Commission chambers – The Commissioner’s desk area shows the power located on the floor. We have reviewed and would prefer that a power strip be provided on the vertical piece of the desk in front of the commissioner’s chairs. Or as recessed piece (refer to link in item 12).
  - a. 3/18 - Dais and side desks will require changes to accommodate monitors, microphones and an control boxes. Do we need all 9 seats at Dais? Do we need to add microphones and is City attorney and Clerk having a monitor on their desk as well?
  - b. Meeting with IT schedule for to determine the spaces needed at the Dais.
    - i. 3/21 all 9 spaces at Dais will be utilized. 5 commissioners, City Manager and assistant, City Attorney and assistant. Provide monitors and microphones for each space. Provide 2 additional mics for the 2 side spaces. For City clerk, will need to provide power to connect 2 (IT Provided) monitors, AV control box should be located to right side. Provide 3 ethernet ports, phone for left and right side desks.
    - ii. 3/21 Large advisory board desk will not be provided between podiums
    - iii. 3/21 verify with CMO the need for building pager.
    - iv. 3/21 recording room relocation - option to relocate to 4th floor.
  - c. Provide space for spare conduit for future technology changes underneath dais. 3/21 Approved by Alan



2. AV control should be provided for the City clerk’s desk (right side of the dais). Please confirm.

ED+A Reply – There is not currently an AV panel near the City Clerk’s desk as you have located it. The panel can be added and a control to be provided as a change to the system. Are there other capabilities which are needed there, like a microphone?

- a. Per Nestor Porex City Clerk will need control. City Clerk control panel will need to be added.

3. Floor box centered between the 2 podiums? Should there not be 1 per podium?

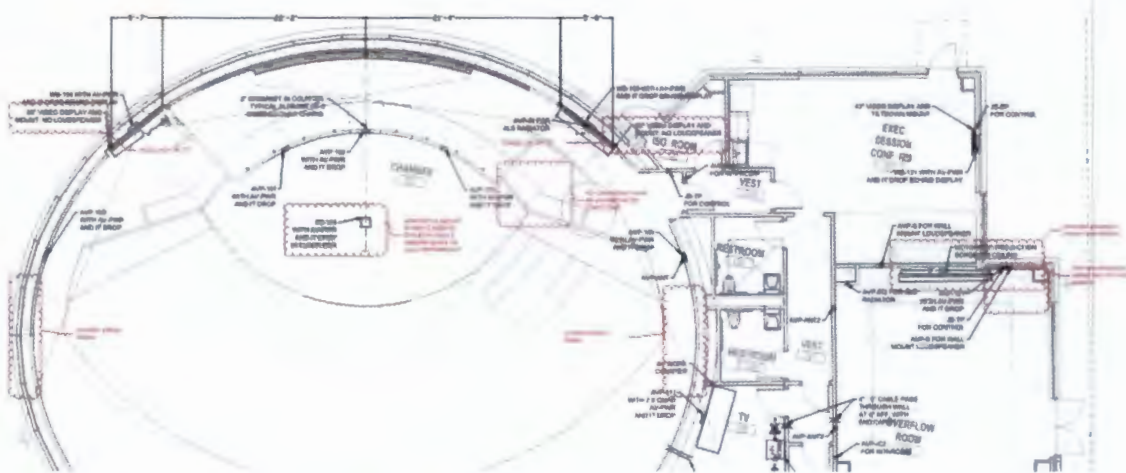
ED+A Reply – As we initially designed the system, there was only one podium in the middle, so that was how the system was designed. Later, when the two podiums were shown the system was boxed in because the video inputs were already used, so we left the single box approach which could serve either or both podiums, or people sitting at a central table as was originally shown. This design will be difficult to change now if the concrete for the floor is already poured. If not, we could change to two or three floor boxes. There are currently 3 wired microphone jacks in PB-104 and there are also 4 wireless channels for the chamber which can be used here. Please refer to AV-10 which shows all of the AV connections in the floor box.

- a. Design will be 2 podiums. It will be hard to find a box as early as next week in time for the pour. Stiles will need to box out, the priority with Lella is to call out for the conduit, approval from Alan needed meeting schedule for 3/21 at 9am to review the work with Lella. Would we need a center table between the podiums in the future?

4. Provide displays for the sidewall of the chambers. We do not feel that this will be architecturally “attractive”. They are looking to use the two additional monitors so the Commissioners can view the images from their chairs. Will the large 98” monitors provide them a good view with a slight twist in their chairs? If added, what size would the requested monitors need to be to provide viewing from the dais?

ED+A Reply – The 98” displays have been a central part of the design from the beginning. They can be used in multiple ways and should be a very nice feature for running council meetings. They were primarily seen as ways for the audience members to see documents, or to be used for image magnification of council members or people speaking at the podiums. Council members on the sides should be able to turn easily to the video display on the opposite wall to see what is being shown there. It would be least convenient for the council members near the middle, who would have to turn further to the side. But, it was intended that the council members would see video on the smaller screens in front of them and not necessarily turn to see the large displays on the wall.

- a. This item need further discussion, we will keep the 98” monitors in the front. AV vendor will review request to add side monitors, the wall of the chambers are wood panel, not a zoning drop, not a wall arm, but a drop down monitors, all of the box solutions is back seat monitors and handheld devices.



5. Smaller displays at chambers front wall (70” instead of 98”) We are discouraging this. They are discussing internally.

ED+A Reply – As shown on AV-3, the effective viewing distance for the 98” displays is already not quite reaching the back of the chamber. We would not recommend reducing the size of the size of the displays for this space.

- a. Will keep 98” and will review the option to add side monitors: CP believes 98” monitors are sufficient, consider moving ADA spaces forward.
  - i. Provide a mounting arm on side walls.
  - ii. Provide removable panel to install arm if additional monitors are needed.
  - iii. Dropped down steel support for ceiling mounted
    - 1) <https://www.tvlift.com/tv-lifts/drop-down-tv-lifts/model-l-75ix/>
    - 2) <https://activateddecor.com/product/televift-m-385-mr-drop-down-tv-lift/>

6. Commissions' desk monitors to be larger than 10" consider 17" This is very important to them. Can this be provided? Are they recessed in the countertop? They do not want their view blocked.

ED+A Reply - We had hoped to integrate council member monitors into a sloped section of the desk. That shaping never appeared in architect ure, so we removed it from our drawing. Also, please note that the monitors use SDI video inputs as shown on AV-8. So, you can not just substitute standard computer monitors for them. This was done to reduce the total number of video outputs in the system. The central monitor has its own signal and can be different than the others.

- a. 3/18 per notes the 10" vertical will allow 20" diagonal. Song will need to revise casework to accommodate requirements for integrated monitors. This was requested by ownership, but was not provided in plans and requires coordination with AV vendor.

7. There Should be power at the department director's desk.

ED+A Reply - We are not sure about the location of that desk, but all power receptacles not specifically for AV equipment are specified by the project's electrical engineer and not shown in the AV system.

- a. Coordinated with Electrical - provide pop up charger/power connection similar to Item 12.

8. There should be a floor box for the podium in the overflow room.

ED+A Reply - We generally avoid floor boxes as much as possible because they are expensive and difficult to coordinate. They also tend to limit the possible room setups based on the floor box location. In the Overflow Room, we provided AV connections at AVP-121 on the wall to which microphones and video sources can be connected.

- a. The intent is to have cable control. There will be a mobile podium in this room explain how the AV will connect to wall from podium.

9. The camera in the overflow room will switch locations to capture a person standing at the podium and the public. Please confirm.

ED+A Reply - The camera on the back wall of the Overflow Room is fixed to that location. It is a remote-controlled PTZ camera like those in the council chamber. If you would sometimes like to use a second camera in the Overflow Room, you could connect a camera to the HDMI input at AVP-121 (instead of a computer) and thereby get an additional video input into the matrix from the Overflow Room.

- a. The intent is to view the podium from the front not from the back. The camera needs to be located so it can view the person on the podium and the public.

10. Should we provide a display instead of a projector in the overflow room? They are reluctant to use the projector/screen system. Is it ok to proceed with a monitor screen? If yes, what size is recommended?

ED+A Reply - We specified a screen and projector because the viewing distance to the screen is up to 30' and this is a primary viewing surface, rather than in the Council Chamber, where the screens are supplemental. For that viewing distance the screen should be at least 5' vertical and the 98" video displays are 4' vertical. The 98" is the largest size which it is practical to obtain and afford. Also, we did not think that the Overflow Room would always be used with video, so staring at a huge back screen at the front of the room is not very attractive. There is also a jog in the front wall of the Overflow Room which presents a challenge to the mounting of a large display on it.

- a. 3/18 - AV vendor recommends projector.

- b. 3/21 Follow up with IT - Preference is 98" monitor.

11. Dais section does not show an area for recessed monitors for the commissioners, we prefer 17" monitors. Please confirm this will be provided. Same as Item 6.

ED+A Reply - We are attaching AV-5 issued on 1/13/2021, which shows our recommendation for an angled desktop. That design was later removed when it did not appear in the plans. The 10" vertical of the monitor which is shown would result in a 20" diagonal monitor (16:9 format). So, a 17" monitor would fit in this design. The actual monitor which has been specified has a 15.6". A good 17" SDI monitor would be the Marshall V-LCD17HR, which can be mounted to millwork/racks or freestanding. Regardless of the monitors, some additional coordination with the millwork design is needed.

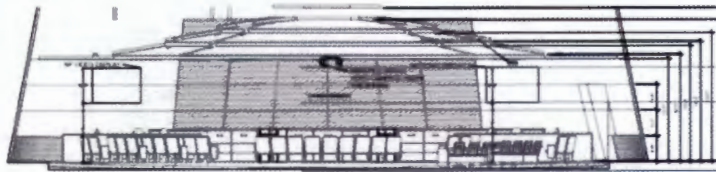
- a. See note 6

12. Preferred power for the Dais and the director's desk is recessed. <https://uridefense.com/v3/> <https://www.socalelectric.com/products/wireless-charging-kitchen-counter-pop-up-with-15a-gfi-receptacle-2-usb-ports> ;lllg0PTFepwIGjG0D1WvjIp4Zf4cIOncfCN-g Je FrmXIp85q-FjHF3BUGOA n7Man0TSsF1ha0yfi\$ Can you provide a recommended unit or is the from the Electrical EOR?

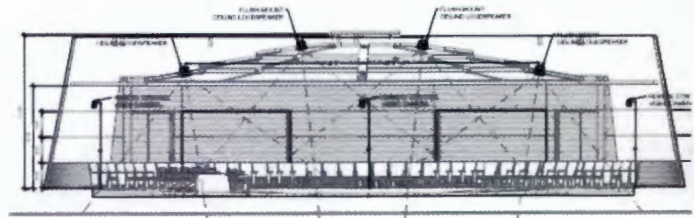
ED+A Reply - Devices such as the one you have recommended would need to be included in the millwork specification for the desk by the architect. AV has recommended that receptacles be located under the desk and grommets provided for each council member so that monitor power and a microphone cable could be routed from beneath the desk to the surface at the back of the desk. That is to reduce clutter and power supplies on the desk itself. But certainly there will be personal devices on the desk which may need power via USB or standard outlets. Your sketch below shows outlets on the vertical desk railing, but the device you are recommending is intended to mount into the top surface of the desk and be retractable.

- a. Update millwork to allow for power charger on desk.

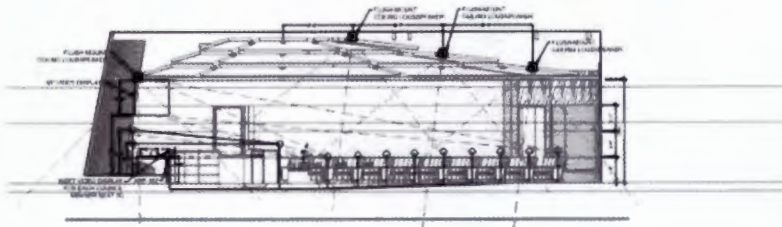
13. 3/18 - AV vendor has to update plans to accommodate changes to the equipment, additional microphones, monitors and allow for future growth of AV. Install additional conduit below dais to future growth.  
 14. 3/18 - 2 video transmitters required since we have 2 podiums. Song to coordinate with vendor of the correct layout.  
 15. 3/18 - Location of recording room. 3/21 - email sent to Alan for review with CMO  
 16. 3/18 - Discussed building paging system  
 17. 3/21 - Are Chamber podiums movable?  
 18. 3/18 - Notify Stiles of changes required. S+A to coordinate conduit requirements with Stiles.



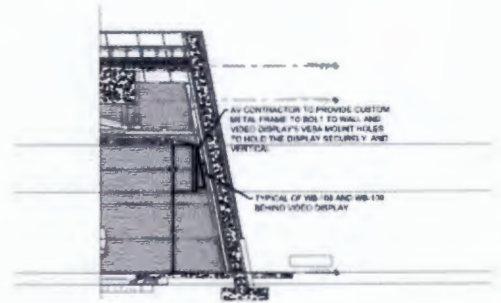
COUNCIL CHAMBER FRONT TRANSVERSE SECTION  
3/8" = 1'-0"



COUNCIL CHAMBER TRANSVERSE SECTION NEAR WALL  
3/8" = 1'-0"



COUNCIL CHAMBER LONGITUDINAL SECTION  
3/8" = 1'-0"



ENLARGED SECTION AT VIDEO DISPLAY  
3/8" = 1'-0"



AV-S  
Sections

**Eighth Amendment To  
Standard Project Agreement  
between  
THE CITY OF SUNRISE  
And  
SONG & ASSOCIATES, INC.**

This Eighth Amendment (“Eighth Amendment”) to the Standard Project Agreement between the City of Sunrise and Song & Associates, Inc. for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project dated March 28, 2017, is between the City of Sunrise, a municipal corporation (hereinafter referred to as “City”) and Song & Associates, Inc. (Consultant”).

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**WHEREAS**, on February 8, 2022, the parties exercised the first one-year renewal which expires on March 27, 2023; and

**WHEREAS**, the parties wish to amend the Project Agreement to add the Services set forth on Exhibit A.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.
2. Section 4.1 of the Project Agreement is hereby amended to add the language in underline and delete the language in strikethrough, as follows:

4.1 The Owner shall compensate the Consultant for services rendered pursuant to paragraphs 1.3 through 1.8 and Exhibit A, Scope of Services, of this Agreement by payment of the fixed sum of: ~~\$5,042,104~~ \$5,050,351.

3. Section 4.2 of the Project Agreement is hereby amended to add the language in underline and delete the language in strikethrough, as follows:

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

Programming and Concept Design	\$400,475	<u>7.9%</u> <del>(1.0%)</del>
Demolition	\$48,500	<u>1.0%</u> <del>(0.9%)</del>
City Hall	\$2,173,307	<u>43.0%</u> <del>(43.2%)</del>

Parking Garage	\$776,949	15.4%
Garage Occupiable Space	\$55,000	<u>1.1%</u> ( <del>1.0%</del> )
Water Park	\$54,960	<u>1.1%</u> ( <del>1.0%</del> )
Amphitheater Expansion	\$252,900	5.0%
Civic Center Theater Study	\$56,100	<u>1.1%</u> ( <del>1.2%</del> )
Site Work – Campus wide	\$877,700	17.4%
Plat Determination	\$4,000	0.1%
Mass Transit Coordination	\$6,500	0.1%
Additional Surface Parking	\$69,500	<u>1.4%</u> ( <del>1.35%</del> )
Wetland Mitigation	\$30,000	0.6%
Temporary Parking during construction	\$5,000	0.1%
Army Corps of Engineers Submittal	\$7,465	<u>0.1%</u> ( <del>0.15%</del> )
Watermain Extension	\$10,920	<u>0.2%</u> ( <del>0.35%</del> )
Threshold Inspection	\$127,900	2.5%
Electrical Design – Irrigation Pump	\$5,200	0.1%
Architectural, MEP and IT Changes	\$29,725.00	0.6%
<b><u>Electrical–Low Voltage and Roof VE</u></b>	<b><u>\$8,250.00</u></b>	<b><u>0.2%</u></b>
Reimbursable Expenses	\$50,000	1.0%

5. Exhibits “A” – Scope of Services in the Project Agreement and its amendments are hereby amended to add the services as described in Exhibit “A” which is attached hereto and incorporated in this Eighth Amendment.
6. Conflicting Terms. In the event the terms of this Eighth Amendment conflict with those of the Project Agreement or its amendments, the terms of this Eighth Amendment shall govern. All other terms of the Project Agreement and its amendments shall remain and continue in full force and effect.
7. Captions. The captions of this Eighth Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Eighth Amendment.
8. Effective Date. This Eighth Amendment shall be effective when it is fully executed by both parties.

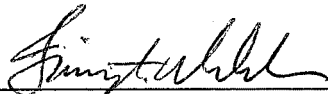
(Intentionally Left Blank)

EIGHTH AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND  
SONG & ASSOCIATES, INC.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Eighth Amendment on the respective dates under each signature: the City, signing by and through its Director of Utilities, duly authorized to execute same and by Song & Associates, Inc. by and through its President duly authorized to execute same.

**CITY**


**CITY OF SUNRISE, FLORIDA**

By:   
\_\_\_\_\_  
Tim Welch, P.E., Director of Utilities

2<sup>nd</sup> day of February, 2023.

**CONSULTANT**

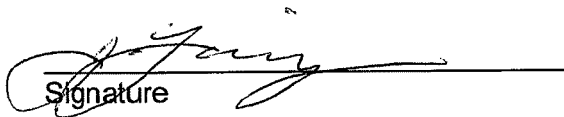
SONG & ASSOCIATES, INC.

By:   
Robert Castrovinci, AIA, NCARB

TITLE: Principal/Treasurer

23 day of JANUARY, 20 23

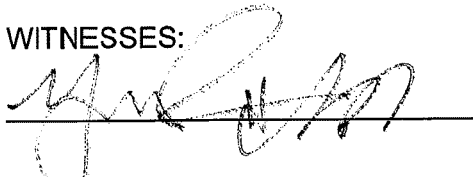
AUTHENTICATE:

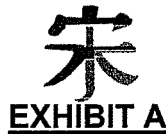
  
Signature

JILL LANGAN, SECRETARY  
Print Name and Title

(CORPORATE SEAL)

WITNESSES:

  
Youn Lee



November 8, 2022

City of Sunrise Alan Gavazzi, AIA  
Capital Projects Director  
777 Sawgrass Corporate Parkway  
Sunrise, FL 33325

RE: Sunrise Municipal Complex  
Owner & Contractor Request  
**Additional Services Fee Amendment #8**

Dear Alan:

Song + Associates, Inc. respectfully requests approval of Additional Services to provide the Architectural, Mechanical, Plumbing, Electrical and AV redesign of various areas of the City Hall building. Design changes include:

**TASK I:**                    **\$4,950.00**

Mechanical, Electrical & Plumbing meetings and plan changes required for coordination of the deviation from the Contract documents for the elevator and roof top equipment.

Mechanical, Electrical & Plumbing Redesign	\$4,500.00
Architectural Redesign	No Charge
Oversight/Management Fee (10%)	\$ 450.00

**TASK II:**                    **\$3,300.00**

Electrical plan changes for the coordination with the City's low voltage infrastructure locations as required by the Building Department and the integration of the new UPS added to support select AV components in the Chamber.

Mechanical, Electrical & Plumbing Redesign	\$3,000.00
Oversight/Management Fee (10%)	\$ 300.00

Proposal include addressing permit revision comments.

**Song + Associates, Inc.**  
Architecture • Planning • Interior Design  
AA003165 / IB0001095

1545 Centrepark  
Drive North West  
Palm Beach, Florida  
33401  
T : 561.655.2423 F : 561.655.1482

American Institute of Architects / NCARB

**I. PROFESSIONAL FEES**

The proposed net change to our contract amount will be as follows:

Current Contract Amount	\$ 5,042,101.00
Additional Service Fee Amendment #8	<b>\$ 8,250.00</b>
<b>Proposed Revised Contract Amount</b>	<b>\$ 5,050,351.00</b>

Acceptance of this Proposal may be indicated by the signature of a duly authorized official of the City of Sunrise in the space provided below. The return of a signed copy of this Proposal to our office will serve as an agreement between the parties and as a Notice to Proceed. We appreciate this opportunity and look forward to your consideration of this proposal.

Sincerely,



\_\_\_\_\_  
Leila A Rouady, RA, CGC Song + Associates, Inc.  
Project Executive/Senior Architect

cc: Jo Ann Brent, S+A, File Attachment 1

**Ninth Amendment To  
Standard Project Agreement  
between  
THE CITY OF SUNRISE  
And  
SONG & ASSOCIATES, INC.**

This Ninth Amendment (“Ninth Amendment”) to the Standard Project Agreement between the City of Sunrise and Song & Associates, Inc. for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project dated March 28, 2017, is between the City of Sunrise, a municipal corporation (hereinafter referred to as “City”) and Song & Associates, Inc. (Consultant”).

**WHEREAS**, a Standard Project Agreement (“Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on March 28, 2017; and

**WHEREAS**, a First Amendment to Standard Project Agreement (“First Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on October 24, 2019; and

**WHEREAS**, a Second Amendment to Standard Project Agreement (“Second Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on April 8, 2020; and

**WHEREAS**, a Third Amendment to Standard Project Agreement (“Third Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 14, 2020; and

**WHEREAS**, a Fourth Amendment to Standard Project Agreement (“Fourth Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on July 16, 2020; and

**WHEREAS**, a Fifth Amendment to Standard Project Agreement (“Fifth Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements

Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 11, 2021; and

**WHEREAS**, a Sixth Amendment to Standard Project Agreement (“Sixth Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on September 8, 2021; and

**WHEREAS**, a Seventh Amendment to Standard Project Agreement (“Sixth Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on August 26, 2022; and

**WHEREAS**, on February 8, 2022, the parties exercised the first one-year renewal which expires on March 27, 2023; and

**WHEREAS**, an Eighth Amendment to Standard Project Agreement (“Sixth Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on February 2, 2023; and

**WHEREAS**, on February 3, 2023, the parties exercised the second one-year renewal which expires on March 27, 2024; and

**WHEREAS**, on March 5, 2024, the parties exercised the third one-year renewal which expires on March 27, 2025; and

**WHEREAS**, the parties wish to amend the Project Agreement to add the Services set forth on Exhibit A.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.
2. Section 4.1 of the Project Agreement is hereby amended to add the language in underline and delete the language in strikethrough, as follows:

4.1 The Owner shall compensate the Consultant for services rendered pursuant to paragraphs 1.3 through 1.8 and Exhibit A, Scope of Services, of this Agreement by payment of the fixed sum of: ~~\$5,050,351~~ **\$5,078,351**.

3. Section 4.2 of the Project Agreement is hereby amended to add the language in underline and delete the language in strikethrough, as follows:

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

Programming and Concept Design	\$400,475	7.9%
Demolition	\$48,500	1.0%
City Hall	\$2,173,307	<u>42.8%</u> <del>(43.0%)</del>
Parking Garage	\$776,949	<u>15.3%</u> <del>(15.4%)</del>
Garage Occupiable Space	\$55,000	1.1%
Water Park	\$54,960	1.1%
Amphitheater Expansion	\$252,900	5.0%
Civic Center Theater Study	\$56,100	1.1%
Site Work – Campus wide	\$877,700	<u>17.3%</u> <del>(17.4%)</del>
Plat Determination	\$4,000	0.1%
Mass Transit Coordination	\$6,500	0.1%
Additional Surface Parking	\$69,500	1.4%
Wetland Mitigation	\$30,000	0.6%
Temporary Parking during construction	\$5,000	0.1%
Army Corps of Engineers Submittal	\$7,465	0.1%
Watermain Extension	\$10,920	0.2%
Threshold Inspection	\$127,900	2.5%
Electrical Design – Irrigation Pump	\$5,200	0.1%
Architectural, MEP and IT Changes	\$29,725.00	0.6%
Electrical–Low Voltage and Roof VE	\$8,250.00	0.2%
<b><u>Amphitheater AV Changes</u></b>	<b><u>\$28,000.00</u></b>	<b><u>0.6%</u></b>
Reimbursable Expenses	\$50,000	1.0%

5. Exhibits “A” – Scope of Services in the Project Agreement and its amendments are hereby amended to add the services as described in Exhibit “A” which is attached hereto and incorporated in this Ninth Amendment.

6. Conflicting Terms. In the event the terms of this Ninth Amendment conflict with those of the Project Agreement or its amendments, the terms of this Ninth

Amendment shall govern. All other terms of the Project Agreement and its amendments shall remain and continue in full force and effect.

7. Captions. The captions of this Ninth Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Ninth Amendment.
8. Effective Date. This Ninth Amendment shall be effective when it is fully executed by both parties.


(Intentionally Left Blank)

NINTH AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND SONG & ASSOCIATES, INC.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Ninth Amendment on the respective dates under each signature: the City, signing by and through its City Manager, duly authorized to execute same and by Song & Associates, Inc. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By:   
Mark S. Lubelski, P.E., City Manager  
0 day of April, 2024.

SFD  
4/5/24

CONSULTANT

SONG & ASSOCIATES, INC

By:   
Robert Castrovinci, AIA, NACRB

TITLE: Principal / Treasurer

14 th day of March, 2024.

AUTHENTICATE:

  
\_\_\_\_\_  
Signature

Principal / President  
\_\_\_\_\_  
Print Name and Title



(CORPORATE SEAL)

WITNESSES:

  
\_\_\_\_\_  
Principal / Secretary



October 25, 2023  
Revised 10/27/2023

City of Sunrise Alan Gavazzi, AIA  
Capital Projects Director  
777 Sawgrass Corporate Parkway  
Sunrise, FL 33325

RE: Sunrise Municipal Complex  
**Additional Services Fee Amendment #9**  
**Owner Requested Amphitheater A/V & Theater Equipment Modifications**

Dear Alan:

Song + Associates, Inc. respectfully requests approval of Additional Services to provide the A/V and Theater Equipment design and Architectural coordination required modifications requested by the Owner for the Amphitheater. The Client shall provide the design team with the full project scope and program which will dictate the design objectives, constraints, criteria and budget.

The Scope will include modifications to the Audio/Video systems, the Theatrical Rigging system, the Theatrical Stage Lighting system and Architectural coordination. It is the understanding that the design drawings will be provided for the Rigging & Lighting for future Owner purchase and installation. Mechanical & Electrical scope is currently not included, but if needed, can be provided after Ownership scope & plan approval.

Per meetings with Ownership, Architect and Construction Manager, AV and Theater Equipment will be modified in the Contract Document Drawings to address the following items:

- Add notes to make CAT 6A the basis for all computer cabling for both the AV and Theatre Equipment.
- Work with the Architect to lay out the Front of House (FOH) Mix position for the Audio Mixing and Performance Light Control Consoles.
- Include design work for 3 underground PVC cable passes that run to the Stage.
- Work to integrate the various signal panels in the FOH for AV and Lighting.
- Confirm the wiring layout for the main Rack Room.

**Song + Associates, Inc.**  
Architecture • Planning • Interior Design  
AA003165 / IB0001095

1545 Centrepark  
Drive North West  
Palm Beach, Florida  
33401  
T : 561.655.2423 F : 561.655.1482

American Institute of Architects / NCARB

- Change the Digital Mixing Console from Digico to another brand favored by the Technical staff. This has implications in terms of the wiring of the AV system. The Design of the main AV riser will need to be heavily modified as a result.
- Modify the Theatrical Truss system to a new system favored by the technical staff. Doing this has implications for the design of the chair hoist system, the performance lighting power, and the rigging.
- Provide AutoCAD drawings of the modified system once the design work is completed.

Audio/Video Systems	\$5,000.00
Theatrical Rigging System	\$9,000.00
Theatrical Stage Lighting System	\$6,000.00
Architectural Redesign	\$6,000.00
Oversight/Management Fee (10%)	\$2,000.00
<u>Mechanical &amp; Electrical Redesign</u>	<u>\$ Not incl.</u>
 TOTAL	 \$28,000.00

Proposal include addressing permit revision comments.

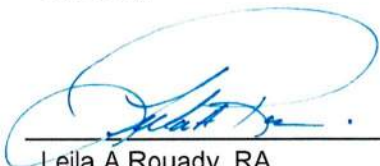
**I. PROFESSIONAL FEES**

The proposed net change to our contract amount will be as follows:

Current Contract Amount	\$ 5,050,351.00	
Additional Service Fee Amendment #9		\$ 28,000.00
<b>Proposed Revised Contract Amount</b>		<b>\$ 5,078,351.00</b>

Acceptance of this Proposal may be indicated by the signature of a duly authorized official of the City of Sunrise in the space provided below. The return of a signed copy of this Proposal to our office will serve as an agreement between the parties and as a Notice to Proceed. We appreciate this opportunity and look forward to your consideration of this proposal.

Sincerely,



Leila A Rouady, RA,  
 CGC Song +  
 Associates, Inc.  
 Project Executive/Senior Architect

**Tenth Amendment To  
Standard Project Agreement  
between  
THE CITY OF SUNRISE  
And  
SONG & ASSOCIATES, INC.**

This Tenth Amendment (“Tenth Amendment”) to the Standard Project Agreement between the City of Sunrise and Song & Associates, Inc. for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project dated March 28, 2017, is between the City of Sunrise, a municipal corporation (hereinafter referred to as “City”) and Song & Associates, Inc. (Consultant”).

**WHEREAS**, a Standard Project Agreement (“Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on March 28, 2017; and

**WHEREAS**, a First Amendment to Standard Project Agreement (“First Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on October 24, 2019; and

**WHEREAS**, a Second Amendment to Standard Project Agreement (“Second Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on April 8, 2020; and

**WHEREAS**, a Third Amendment to Standard Project Agreement (“Third Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 14, 2020; and

**WHEREAS**, a Fourth Amendment to Standard Project Agreement (“Fourth Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on July 16, 2020; and

**WHEREAS**, a Fifth Amendment to Standard Project Agreement (“Fifth Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements

Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 11, 2021; and

**WHEREAS**, a Sixth Amendment to Standard Project Agreement (“Sixth Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on September 8, 2021; and

**WHEREAS**, a Seventh Amendment to Standard Project Agreement (“Seventh Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on August 26, 2022; and

**WHEREAS**, on February 8, 2022, the parties exercised the first one-year renewal which expires on March 27, 2023; and

**WHEREAS**, an Eighth Amendment to Standard Project Agreement (“Eighth Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on February 2, 2023; and

**WHEREAS**, on February 3, 2023, the parties exercised the first one-year renewal which expires on March 27, 2024; and

**WHEREAS**, on March 5, 2024, the parties exercised the third one-year renewal which expires on March 27, 2025; and

**WHEREAS**, a Ninth Amendment to Standard Project Agreement (“Ninth Amendment to Project Agreement”) for Architectural and Engineering Services sound and lighting system associated with the Amphitheater portion of the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on April 8, 2024; and

**WHEREAS**, the parties wish to amend the Project Agreement to add the Services set forth on Exhibit A.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Section 4.1 of the Project Agreement is hereby amended to add the language in underline and delete the language in strikethrough, as follows:

4.1 The Owner shall compensate the Consultant for services rendered pursuant to paragraphs 1.3 through 1.8 and Exhibit A, Scope of Services, of this Agreement by payment of the fixed sum of: ~~\$5,078,351~~ \$5,108,101.

3. Section 4.2 of the Project Agreement is hereby amended to add the language in underline and delete the language in strikethrough, as follows:

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

Programming and Concept Design	\$400,475	<u>7.8</u> <del>7.9</del> %
Demolition	\$48,500	<u>0.9</u> <del>1.0</del> %
City Hall	<del>\$2,203,057</del> <u>\$2,173,307</u>	<u>43.1</u> <del>42.8</del> %
Parking Garage	\$776,949	<u>15.2</u> <del>15.3</del> %
Garage Occupiable Space	\$55,000	1.1%
Water Park	\$54,960	1.1%
Amphitheater Expansion	\$252,900	5.0%
Civic Center Theater Study	\$56,100	1.1%
Site Work – Campus wide	\$877,700	<u>17.2</u> <del>17.3</del> %
Plat Determination	\$4,000	0.1%
Mass Transit Coordination	\$6,500	0.1%
Additional Surface Parking	\$69,500	1.4%
Wetland Mitigation	\$30,000	0.6%
Temporary Parking during construction	\$5,000	0.1%
Army Corps of Engineers Submittal	\$7,465	0.1%
Watermain Extension	\$10,920	0.2%
Threshold Inspection	\$127,900	2.5%
Electrical Design – Irrigation Pump	\$5,200	0.1%
Architectural, MEP and IT Changes	\$29,725.00	0.6%
Electrical–Low Voltage and Roof VE	\$8,250.00	0.2%
Amphitheater AV Changes	\$28,000.00	<u>0.5</u> <del>0.6</del> %
Reimbursable Expenses	\$50,000	1.0%

5. Exhibit "A" – Scope of Services in the Project Agreement is hereby amended to add the services as described in Exhibit "A" which is attached hereto and incorporated in this Tenth Amendment.
6. Conflicting Terms. In the event the terms of this Tenth Amendment conflict with those of the Project Agreement or its amendments, the terms of this Tenth Amendment shall govern. All other terms of the Project Agreement and its amendments shall remain and continue in full force and effect.
7. Captions. The captions of this Tenth Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Tenth Amendment.
8. Effective Date. This Tenth Amendment shall be effective when it is fully executed by both parties.

(Intentionally Left Blank)

TENTH AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND SONG & ASSOCIATES, INC.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Tenth Amendment on the respective dates under each signature: the City, signing by and through its City Manager, duly authorized to execute same and by Song & Associates, Inc. by and through its President duly authorized to execute same.

**CITY**

**CITY OF SUNRISE, FLORIDA**

SFD  
5/10/24

By:   
Mark S. Lubelski, P.E., City Manager

13 day of May, 2024.

CONSULTANT


SONG & ASSOCIATES, INC.

By:   
Robert Castrovinci, AIA, NACRB

TITLE: President

2<sup>ND</sup> day of MAY, 2024.

AUTHENTICATE:

  
Signature  
Yoon Lee, Principal  
Print Name and Title

(CORPORATE SEAL)



WITNESSES:

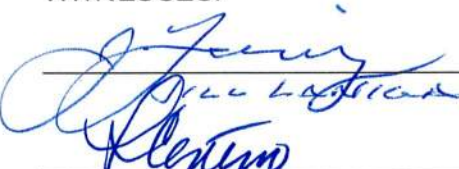
  
Lisa Centeno

EXHIBIT "A"

宋

November 14, 2023  
Revised May 9, 2024

Via Email

City of Sunrise  
Alan Gavazzi, AIA  
Capital Projects Director  
777 Sawgrass Corporate Parkway  
Sunrise, FL 33325

RE: Sunrise Municipal Complex  
**Additional Services Fee Amendment #10**  
**Owner Requested Commission Chamber Dais Changes**

Dear Alan:

Song + Associates, Inc. respectfully requests approval of Additional Services to provide requested changes as noted in this Exhibit 'A' which represents the City's comments and requests to our proposed design sketches and options.

Per meetings with Ownership, Architect and Construction Manager, the Dais will be modified in the Contract Document Drawings to address the following items:

- The number of seats will be reduced from 9 to 7.
- The transaction counter height will be reduced to 7" above the work surface.
- Dais monitors will be removed and connections for a large screen monitor in the back of the chamber will be provided. The Owner will select and purchase the monitor of their choice.
- Electrical quad outlets, 1 above and 1 below the dais will be relocated to each seat position. Outlets at counter height will have 1 USB-A and 1 USB-C for each position.
- 1 electrical quad outlet will be added to the dais end/wing walls.
- Smaller under counter supports will be provided and respaced per the 7 seat positions.
- Undercounter hooks will be provided for small bags and purses.
- Bullet resistant material at the front of the dais.
- An addition pathway and connection will be provided on the south wall for a camera dedicated to an American Sign Language person.

**Song + Associates, Inc.**  
Architecture • Planning • Interior Design  
AA003165 / IB0001095

1545 Centrepark Drive North  
West Palm Beach, Florida 33401  
T : 561.655.2423 F : 561.655.1482

American Institute of Architects / NCARB

- Modify staff seating and fixed visitor seating and update the seating capacity per the sketches emailed to me on 4/24/24.
- A product specification package will be developed for specialty theatrical lighting to be mounted.
- Specify a large monitor to be mounted along the back wall of the chamber and provide power and data.
- Modify the front staff desk to include a flip up counter-top for awards

**I. PROFESSIONAL FEES**

The proposed net change to our contract amount will be as follows:

Architectural	\$	17,600.00
Electrical	\$	5,750.00
Specialty Lighting and AV Equipment	\$	6,400.00
<u>TOTAL</u>	\$	<u>29,750.00</u>

**II. ADDITIONAL SERVICES**

Services not included in this proposal but offered by this design team for Owner consideration include:

1. Detailed Renderings and Models
2. Redesign of Podiums
3. Cost Estimates

Acceptance of this Proposal may be indicated by the signature of a duly authorized official of the City of Sunrise in the space provided below. The return of a signed copy of this Proposal or a City issued purchase order will serve as an agreement between the parties and as a Notice to Proceed. We appreciate this opportunity and look forward to your consideration of this proposal.

Sincerely,



Robert Castrovinci, AIA, NCARB  
Song + Associates, Inc.  
Principal

CITY CLERK  
CITY OF SUNRISE

2025 JAN 21 AM 9:35

SUNRISE, FLORIDA

RESOLUTION NO. 17-14-25-A

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN "ELEVENTH AMENDMENT TO STANDARD PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND SONG & ASSOCIATES, INC." FOR THE NEW CITY HALL AND MUNICIPAL CAMPUS IMPROVEMENTS PROJECT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, in 2017, the City Commission approved a Standard Project Agreement with Song & Associates, Inc., as amended, for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements project; and

WHEREAS, additional services are required to complete the Project due to the extended duration of the project schedule, inflation, and additional sitework phasing to address Broward County permitting requirements; and

WHEREAS, City staff have determined that an Eleventh Amendment to the Standard Project Agreement is necessary to complete the Project and have negotiated a fee with Song & Associates, Inc., which staff finds to be fair and reasonable.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. An "Eleventh Amendment to Standard Project Agreement between the City of Sunrise and Song & Associates, Inc." (Eleventh Amendment) for the New City Hall and Municipal Campus Improvements Project is hereby approved. A copy of the Eleventh Amendment is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Eleventh Amendment.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 14TH DAY of JANUARY, 2025.



\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

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

MOTION: KERCH  
SECOND: SCUOTTO

CLARKE: YEA  
GUZMAN: YEA  
KERCH: YEA  
SCUOTTO: YEA  
RYAN: YEA

Approved by the City Attorney  
as to Form and Legal Sufficiency



\_\_\_\_\_  
Thomas P. Moss

2025 FEB 24 AM 10: 28

**Eleventh Amendment To  
Standard Project Agreement  
between  
THE CITY OF SUNRISE  
And  
SONG & ASSOCIATES, INC.**

This Eleventh Amendment ("Eleventh Amendment") to the Standard Project Agreement between the City of Sunrise and Song & Associates, Inc. for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project dated March 28, 2017, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "City") and Song & Associates, Inc. (Consultant").

**WHEREAS**, a Standard Project Agreement ("Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on March 28, 2017; and

**WHEREAS**, a First Amendment to Standard Project Agreement ("First Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on October 24, 2019; and

**WHEREAS**, a Second Amendment to Standard Project Agreement ("Second Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on April 8, 2020; and

**WHEREAS**, a Third Amendment to Standard Project Agreement ("Third Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 14, 2020; and

**WHEREAS**, a Fourth Amendment to Standard Project Agreement ("Fourth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on July 16, 2020; and

**WHEREAS**, a Fifth Amendment to Standard Project Agreement ("Fifth Amendment to Project Agreement") for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements

Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 11, 2021; and

**WHEREAS**, a Sixth Amendment to Standard Project Agreement (“Sixth Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on September 8, 2021; and

**WHEREAS**, a Seventh Amendment to Standard Project Agreement (“Seventh Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on August 26, 2022; and

**WHEREAS**, on February 8, 2022, the parties exercised the first one-year renewal which expires on March 27, 2023; and

**WHEREAS**, an Eighth Amendment to Standard Project Agreement (“Eighth Amendment to Project Agreement”) for Architectural, Engineering, and Contract Administration Services for the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on February 2, 2023; and

**WHEREAS**, on February 3, 2023, the parties exercised the second one-year renewal which expires on March 27, 2024; and

**WHEREAS**, on March 5, 2024, the parties exercised the third one-year renewal which expires on March 27, 2025; and

**WHEREAS**, a Ninth Amendment to Standard Project Agreement (“Ninth Amendment to Project Agreement”) for Architectural and Engineering Services sound and lighting system associated with the Amphitheater portion of the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on April 8, 2024; and

**WHEREAS**, a Tenth Amendment to Standard Project Agreement (“Tenth Amendment to Project Agreement”) for Architectural and Engineering Services related to modifications to the audiovisual system in the amphitheater in the New City Hall and Municipal Campus Improvements Project was entered into between the City of Sunrise and Song & Associates, Inc. on May 13, 2024; and

**WHEREAS**, the parties wish to amend the Project Agreement to add the Services set forth on Exhibit A.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations

created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.
2. Section 4.1 of the Project Agreement is hereby amended to add the language in underline and delete the language in strikethrough, as follows:

4.1 The Owner shall compensate the Consultant for services rendered pursuant to paragraphs 1.3 through 1.8 and Exhibit A, Scope of Services, of this Agreement by payment of the fixed sum of: ~~\$5,108,101~~ \$5,348,101.

3. Section 4.2 of the Project Agreement is hereby amended to add the language in underline and delete the language in strikethrough, as follows:

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

<b>Task</b>	<b>Fee Amount</b>	<b>Percentage</b>
Programming and Concept Design	\$400,475	<u>7.5</u> <del>7.8</del> %
Demolition	\$48,500	0.9%
City Hall	<u>\$2,319,419</u> <del>\$2,203,057</del>	<u>43.4</u> <del>43.1</del> %
Parking Garage	<u>\$813,308</u> <del>\$776,949</del>	15.2%
Garage Occupiable Space	\$55,000	<u>1.0</u> <del>1.1</del> %
Water Park	\$54,960	<u>1.0</u> <del>1.1</del> %
Amphitheater Expansion	<u>\$266,121</u> <del>\$252,900</del>	5.0%
Civic Center Theater Study	\$56,100	<u>1.0</u> <del>1.1</del> %
Site Work – Campus wide	<u>\$951,758</u> <del>\$877,700</del>	<u>17.8</u> <del>17.2</del> %
Plat Determination	\$4,000	0.1%
Mass Transit Coordination	\$6,500	0.1%
Additional Surface Parking	\$69,500	<u>1.3</u> <del>1.4</del> %
Wetland Mitigation	\$30,000	0.6%
Temporary Parking during construction	\$5,000	0.1%
Army Corps of Engineers Submittal	\$7,465	0.1%
Watermain Extension	\$10,920	0.2%
Threshold Inspection	\$127,900	<u>2.4</u> <del>2.5</del> %
Electrical Design – Irrigation Pump	\$5,200	0.1%
Architectural, MEP and IT Changes	\$29,725.00	0.6%

Electrical–Low Voltage and Roof VE	\$8,250.00	0.2%
Amphitheater AV Changes	\$28,000.00	0.5%
<b>Reimbursable Expenses</b>	<b>\$50,000</b>	<b><u>0.9</u> 1.0%</b>

5. Exhibit “A” – Scope of Services in the Project Agreement is hereby amended to add the services as described in Exhibit “A” which is attached hereto and incorporated in this Eleventh Amendment.
6. Section 6.1.1 of the Project Agreement is hereby amended to add the language in underline and delete the language in strikethrough, as follows:
  - 6.1.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until March 31, 2026. ~~for a period of five (5) years from the date of execution hereof, unless and until terminated pursuant to Section 6.2 or 6.3 or other applicable sections of this agreement. Unless otherwise terminated, the OWNER’S Capital Projects Director may extend the term of this Agreement through written notification to the CONSULTANT thirty (30) days prior to the expiration of the term. Such extension shall not exceed three (3) one-year terms.~~ No further extensions of this Agreement shall be effective unless authorized by City Commission action.
7. Conflicting Terms. In the event the terms of this Eleventh Amendment conflict with those of the Project Agreement or its amendments, the terms of this Eleventh Amendment shall govern. All other terms of the Project Agreement and its amendments shall remain and continue in full force and effect.
8. Captions. The captions of this Eleventh Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Eleventh Amendment.
9. Effective Date. This Eleventh Amendment shall be effective when it is fully executed by both parties.

(Intentionally Left Blank)

ELEVENTH AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND SONG & ASSOCIATES, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this Eleventh Amendment on the respective dates under each signature: the City, signing by and through its City Manager, duly authorized to execute same and by Song & Associates, Inc. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By:   
Mayor Michael J. Ryan

21st day of ~~December~~, 2024.  
February 2025


AUTHENTICATION:

  
City Clerk  
Felicia M. Bravo, City Clerk



(SEAL)

Approved as to form for the City:

By:   
Thomas P. Moss  
City Attorney

CONSULTANT

SONG & ASSOCIATES, INC.

By:   
Robert Castrovinci, AIA, NACRB

TITLE: ~~President~~ TREASURER/PARTNER

25<sup>TH</sup> day of NOVEMBER, 2024.

AUTHENTICATE:



Signature

Youn Lee / president

Print Name and Title



(CORPORATE SEAL)

WITNESSES:







May 14, 2024

Revised October 30, 2024

City of Sunrise  
Alan Gavazzi, AIA  
Capital Projects Director  
777 Sawgrass Corporate Parkway  
Sunrise, FL 33325

RE: Sunrise Municipal Complex  
Additional Services Due to Additional Time  
**Additional Services Fee Amendment #11**

Dear Alan:

Song + Associates, Inc. respectfully requests approval of this Additional Service for our design team's time expenditures beyond what was established at the onset of this project. We entered into an agreement with the City on March 28, 2017. Our understanding at that time was that construction for City Hall would be completed in about 18 months and the entire project within 3 years from the City providing a Notice to Proceed. Construction started on August 26, 2021, and City Hall was considered substantially complete on September 29, 2023 (25 months). To date, we are not aware that a Final Completion has been established for City Hall. As for the remainder of the project, the latest projected final completion dates are April 22, 2025, for the Amphitheater and May 6, 2025, for the Parking Garage. The following is a synopsis of the Additional Services incurred or expected to be incurred.

**Additional Basic Services Due to Additional Time (Architecture/Structure/MEP)**

In addition to the extended timeline, our entire team of consultants has incurred escalation costs in the form of higher staff labor rates and operational costs. We are requesting additional compensation to accommodate the above. The additional fee is calculated as follows.

- 5% increase for each year following March 28, 2020, equivalent to 15% through March 28, 2023.
- 8% increase for each year after March 28, 2023. (2 years at this rate are if the remainder of the project is finalized by May 6, 2025)

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**Song + Associates, Inc.**

Architecture • Planning • Interior Design

1545 Centrepark Drive North  
West Palm Beach, Florida 33401  
T : 561.655.2423 F : 561.655.1482

American Institute of Architects / NCARB

**Additional Services Due to Additional Construction Phase Services (Civil/Landscape)**

At the time of our design fee negotiations, the construction scope schedule and phasing were unknown. Due to the unknown nature of the project construction requirements, the fee provided for this phase was an estimate of what we thought would be reasonable. The fee was anticipated to be subject to reevaluation and could potentially change upon completion of the Civil construction plans once the complexity was fully defined.

**Additional Services Due to Broward County Environmental Protection and Growth Management Department (BC EPGMD) Permit Phasing**

This scope of work, predominately led by our consultant Kimley Horn and Associates, anticipated the project being permitted and constructed in multiple phases; however, we anticipated that BC EPGMD would issue one (1) permit for the overall full project construction. During our pre-application meeting and subsequent permit submittals, BCEPGMD required multiple submittals for each project phase. We submitted permit applications for Enabling, City Hall, and Parking Garage/Amphitheater Phases. Our additional service request is for two (2) additional phase permit submittals and the associated comment responses.

Per Contract:

City Hall:

- Construction Administration (CA) for Basic Services was \$434,661.40.
- Sitework CA for Civil and Landscaping was \$175,540.00.
- The total CA for City Hall was \$610,201.40.

**This entire fee was expended and the design team continued to service the project 6 months past the March 23, 2023, Substantial Completion date per the Contractor's previous construction schedule.**

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Parking Garage:

- CA for Basic Services was \$155,389.80 of which \$85,464.39 has been invoiced and \$69,925.41 remains. These services have been billed at a rate of 5% monthly to pace with the construction schedule, far below our actual expenditure.

Garage Occupiable Space:

- CA for Basic Services was \$11,000.00 of which \$6,050.00 has been invoiced and \$4,950.00 remains. These services have been billed at a rate of 5% monthly to pace with the construction schedule, far below our actual expenditure.

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Amphitheater:

- CA for Basic Services was \$50,580.00 of which \$27,819.00 has been invoiced and \$22,761.00 remains. These services have been billed at a rate of 5% monthly, far below our actual expenditure to pace with the construction schedule.

## I. REQUESTED FEES

### City Hall:

- \$610,201.40 was allocated to an anticipated 18-month construction period or \$33,900.07 on average per month.
- Construction started on August 26, 2021, and was expected to be substantially complete by February 2023.
- The Construction Schedule noted final completion of City Hall by March 23, 2023.
- Substantial Completion was reached September 29, 2023, for 6 additional months at an average monthly CA fee of \$33,900 for a total of \$203,400.

**We request \$203,400 for additional time expended to reach Substantial Completion on City Hall.**

### Parking Garage:

- \$166,389.80 (includes occupiable space) was allocated for the garage Basic Services CA which excludes Civil and Landscape.
- At a 3-year 5% (2021, '22, '23) and 2-year 8% (2024/25) increase, that is \$224,668.43. An additional difference of \$58,278.63
- Additional Civil and Landscape CA is requested at \$6,000.
- This assumes a project completion date of May 6, 2025.

**We are requesting \$58,278.63 for the escalation of Basic Services CA and \$6,000.00 Civil/LA for a total increase of \$64,278.63 for the time duration.**

### Amphitheater:

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- \$50,580.00 was allocated for Amphitheater Basic Services CA and excludes Civil and Landscape.
  - At a 3-year 5% (2021, '22, '23) and 2-year 8% (2024/25) increase, that is \$68,295.83. An additional difference of \$17,715.84
  - Additional Civil and Landscape CA is requested at \$6,240.
  - This assumes a project completion date of April 22, 2025.

**We are requesting \$17,715.84 for Basic Services CA escalation and \$6,240.00 for Civil/LA for a total increase of \$23,955.84 for the time duration.**

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Requested Fee Summary:

Additional Time (A/S/M/E/P) + (Civil/Landscape)		
City Hall:	\$	203,400.00
Parking Garage	\$	64,278.63
Amphitheater	\$	23,955.84
Additional Time for Additional Construction Phase Services		
Civil/ Landscape (constr. phase serv.)	\$	193,876.00
Broward County EPGMD	\$	72,600.00
Subtotal:	\$	\$558,110.47
PCO #231 R6 Deduction (lump sum)	\$	-76,675.00
<b>Total:</b>	<b>\$</b>	<b>481,435.47</b>

We are requesting \$481,435.47 for this additional service request.

Negotiated Fee Summary:

Additional Time (A/S/M/E/P) + (Civil/Landscape)		
City Hall:	\$	116,362.00
Parking Garage	\$	36,359.00
Amphitheater	\$	13,221.00
Additional Time for Additional Construction Phase Services		
Civil/ Landscape (constr. phase serv.)	\$	110,035.04
Broward County EPGMD	\$	40,697.00
Subtotal:	\$	\$316,674.04
PCO #231 R6 Deduction (lump sum)	\$	-76,674.04
<b>Total:</b>	<b>\$</b>	<b>240,000.00</b>

**Our final negotiated fee is \$240,000.00 for this additional service request.**

Acceptance of this Proposal may be indicated by the signature of a duly authorized official of the City of Sunrise in the space provided below. The return of a signed copy of this Proposal to our office will serve as an agreement between the parties and as a Notice to Proceed. We appreciate this opportunity and look forward to your consideration of this proposal.

Sincerely,



Robert Castrovinci, AIA, NCARB

Principal

Song + Associates, Inc.

cc: Lisa Centeno, S+A, Leila Rouady, S+A, File