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STANDARD PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

SONG & ASSOCIATES, INC.

This Standard Project Agreement (hereinafter referred to as the "Agreement") is made by and between THE CITY OF SUNRISE, FLORIDA, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "Owner") and SONG & ASSOCIATES, INC. (hereinafter referred to as the "Consultant") for services described below to be rendered for the following Project:

**ARCHITECTURAL, ENGINEERING, AND CONTRACT ADMINISTRATION SERVICES
NEW CITY HALL AND MUNICIPAL CAMPUS IMPROVEMENTS PROJECT**

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

ARTICLE I

THE CONSULTANT'S BASIC DUTIES TO THE OWNER

1.1 By executing this Agreement, the Consultant represents to the Owner that the Consultant is professionally qualified to act as the Consultant for the project (hereinafter referred to as "the Project") and is licensed to practice architecture and engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the Owner that the Consultant will maintain all necessary licenses, permits or other authorizations necessary to act as Consultant for the Project until Consultant's duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subcontractors required for the successful completion of the work as outlined in Exhibit A, Scope of Services. The Consultant assumes full responsibility to the Owner for the improper acts, negligence, and omissions of its subcontractors, and of all others employed or retained by the Consultant in connection with the Project.

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

1.3 PROGRAMMING

1.3.1 The Consultant shall provide the City's Project Manager with a schedule indicating milestones throughout the space needs study and design phases.

1.3.2 With the assistance of City staff, the Consultant will conduct a detailed survey of all departments that will occupy space in the new City Hall. Departments are located in different locations around the City of Sunrise. When the survey is complete, the consultant shall provide a document containing but not limited to:

Authorized City Representative's Initials: 

Authorized Consultant Representative's Initials: 

- 1.3.2.1 List of all personnel in each department by job classification/title.
- 1.3.2.2 List of major equipment/furniture necessary for each job classification/title in each department to adequately perform their duties.
- 1.3.2.3 List of rooms/spaces other than offices and workstations in each department.
- 1.3.2.4 List of all major equipment and furniture in each department that is shared. This includes files, shelving units, special storage cabinets, and specialty equipment that is necessary for the operation of the department.
- 1.3.2.5 List of all accessory spaces necessary to the operation of a City Hall building.
- 1.3.3 The Consultant will interview selected personnel in each department to determine the spatial needs and organizational requirements for their department. Based on those interviews, provide the City with a document that includes but is not limited to:
 - 1.3.3.1 Breakdown of the various City departments that will occupy the new facility. List of all required personnel, including future needs in each department by job classification/title and the square footage requirements for their office or workspace.
 - 1.3.3.2 List of major equipment/furniture necessary for each job classification/title in each department to adequately perform their duties.
 - 1.3.3.3 Plan diagram of the workspace/office for each job classification/title in each department.
 - 1.3.3.4 List of all major equipment and furniture in to each department that is shared. This includes files, shelving units, special storage cabinets, and specialty equipment that is necessary for the operation of the department with consideration of future needs.
 - 1.3.3.5 A diagram, matrix, or organizational chart for each job classification/title in each department.
 - 1.3.3.6 A diagram or matrix indicating the interrelationships of each department with one another and how/if they interact with the general public.
 - 1.3.3.7 List of all accessory spaces necessary to the operation of the facility with consideration of future needs.
 - 1.3.3.8 Indicate any special site requirements for the facility (i.e. water retention areas, public versus employee access, public gathering/reception space, transit drop-off/facility, etc.).
 - 1.3.3.9 Provide a single page summary of square footage requirements of the entire facility with a line item for each department. Also include in this summary the total number of parking spaces required for the facility with separate numbers for staff and public.
 - 1.3.3.10 Provide a code data sheet indicating code and zoning requirements for the facility (i.e. building type, construction type, maximum floor area, maximum building height, parking requirements, etc.).
- 1.3.4 Consultant will evaluate the parking needs for the various buildings and events utilizing the Municipal Campus with the outcome of determining the number of parking spaces required in the new parking garage. The evaluation will look at current and future needs of the campus. The evaluations shall evaluate but is not limited to the following:
 - 1.3.4.1 The New City Hall for employees and visitors including special events such as City Commission Meeting and Board Meetings.
 - 1.3.4.2 The Civic Center: This facility host a many of daily activities as well as special events. Many of the special events will occur after business hours; however, it is necessary to take into account overlap of typical daily parking needs with special event parking needs.

1.3.4.3 The expanded amphitheater will host a number of evening events throughout the year. Leisure Services will provide an attendee count for a typical event.

1.3.4.4 The Dan Pearl Library: This facility has operating hours both during the business day as well as after working hours, including weekends. The City will obtain a peak count of library visitors from the County for this evaluation.

1.4 SCHEMATIC DESIGN

1.4.1 The Consultant shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the Owner to understand the requirements of the Project and shall review its understanding of such requirements with the Owner.

1.4.2 The Consultant shall furnish to the Owner a preliminary written evaluation of such information in light of any Project budget requirements.

1.4.3 The Consultant shall review and discuss with the Owner any alternative approaches to design and construction of the Project.

1.4.4 The Consultant shall prepare and submit to the Owner for review schematic design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components.

1.4.5 The Consultant shall work with the Construction Manager to develop and submit to the Owner an estimate of probable construction costs for the Project.

1.5 DESIGN DEVELOPMENT

1.5.1 Based on the schematic design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the Owner, the Consultant shall prepare and submit to the Owner for review, design development documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems, landscape architectural and irrigation design; materials and such other elements as may be appropriate.

1.5.2 The Consultant shall review the Construction Manager's updated estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the Owner.

1.6 CONSTRUCTION DOCUMENTS

1.6.1 Upon the Owner's authorization, the Consultant shall prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the Owner.

1.6.2 The Consultant shall review the Construction Manager's most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the Owner.

1.6.3 The Consultant shall assist the Owner and/or Construction Manager in preparing and filing all documents necessary to obtain the approval of authorities having jurisdiction over the Project.

1.6.4 The Consultant shall work with the Construction Manager in the preparation of bid packages to be made available for distribution to all prospective bidders. Such packages shall include copies of all relevant plans, specifications, and other documents upon which the bidding is to be based. The Consultant shall make drawings and specifications available to the Construction Manager so that they can make copies of complete bid packages available at its office nearest to the project site during normal business hours for all prospective bidders. The Consultant shall be reimbursed by the Owner for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of Section 5.4.

1.6.5 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the Consultant shall make such documents available to the Construction Manager in the same manner as the original bid packages, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 5.4.

1.6.5.1 There shall be no additional charges for amendments or clarifications other than as provided in Sections 1.6.4 and 1.6.5

1.6.6 The Consultant shall coordinate with the Owner and Construction Manager during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall be available to attend pre-bid meetings, which will be held at a location as specified by the Construction Manager.

1.6.7 The Consultant shall be available as necessary to assist the Owner in the evaluation of all bids received for determination of compliance with the bidding requirements and determination of the lowest responsive and responsible bidder. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant shall assist the Owner as necessary in making such determination.

1.7 ADMINISTRATION OF CONSTRUCTION

1.7.1 The Consultant shall perform those duties and discharge those responsibilities set forth herein in Paragraphs 1.7.2 through 1.7.14. Furthermore, the Consultant shall perform and be responsible for all services requested of the Consultant by the Owner relating to the interpretation and implementation of the Consultant's drawings, specifications, or other Contract Documents prepared by the Consultant.

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

1.7.3 Upon receipt, the Consultant shall carefully review and examine the Construction Manager's Schedule of Values, together with any supporting documentation or data which the Owner or the Consultant may require from the Construction Manager. The purpose of such review and examination will be to protect the Owner from an unbalanced Schedule of Values which allocates greater value to

certain elements of the Work than is indicated by the supporting documentation or data or, than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the Owner directs the Consultant to the contrary in writing, the Schedule of Values shall be returned to the Construction Manager for revision or supporting documentation or data.

1.7.4 The Consultant shall observe the Work of the Construction Manager on a periodic basis. The purpose of such observations will be to determine the quality, quantity and progress of the Work in comparison with the requirements of the Construction Documents and Contract for Construction. In making such observations, the Consultant shall exercise care to protect the Owner from defects or deficiencies in the Work, from unexcused delays in the schedule and from overpayment to the Construction Manager. Following each such site visit, the Consultant shall submit a written report of such observations, together with any appropriate comments or recommendations, to the Owner. The Consultant shall not be responsible for any construction means, methods, sequences or procedures for performing any construction activities.

1.7.5 The Consultant shall determine amounts owed to the Construction Manager based upon observations of the Work as required in Subparagraph 1.7.4, evaluations of the Construction Manager's rate of progress in light of the remaining Contract Time and upon evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment to the Owner in such amounts.

1.7.6 The issuance of a Certificate for Payment shall constitute a representation by the Consultant to the Owner that the Consultant has made an observation of the Work as provided in Subparagraph 1.7.4 and, that the Work has progressed to the level indicated, that the quality of the Work meets or exceeds the requirements of the Contract for Construction, and that, to the best of the knowledge, information and informed belief of the Consultant, the Construction Manager is entitled to payment of the amount certified; however, the issuance of a Certificate for Payment shall not constitute a representation that the Consultant has made an examination to ascertain how the Construction Manager has used the monies paid by the Owner.

1.7.7 The Consultant shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Construction Manager. The Consultant shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Construction Manager.

1.7.8 The Consultant shall reject Work which does not conform to the Contract Documents unless directed by the Owner, in writing, not to do so. If directed by the Owner not to reject Work, the Owner shall be responsible for the results of such direction. The Consultant shall have the authority to reject Work which affects public or personnel safety. Whenever, in the Consultant's opinion, it is necessary or advisable, the Consultant shall require special inspection or testing of the Work in accordance with the provisions of the Construction Contract whether or not such Work is fabricated, installed or completed.

1.7.9 The Consultant shall review, and take appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples. Appropriate action by the Consultant of the Construction Manager's submittal shall constitute the Consultant's representation to the Owner that such submittal is in conformance with the Construction Documents and Contract for Construction, but does hold the Consultant responsible for the accuracy and completeness of details such as dimensions and quantities, or for substantiating instruction for installation or performance of equipment

or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Construction Manager of the Project.

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

1.7.11 The Consultant shall conduct an inspection to determine the date of Substantial Completion and the date of Final Completion. As part of that process, Consultant shall receive and forward to the Owner for the Owner's review all written warranties and related documents and operating manuals required by the Construction Contract. The Construction Manager shall issue a final Certificate for Payment when called for by the Contract for Construction.

1.7.12 The Consultant shall, without additional compensation, promptly correct any errors, omissions, deficiencies or conflicts in its plans and specifications required by the authorities have jurisdiction over this project.

1.7.13 The Consultant shall visit the site a minimum of two times per month, including the Contractor's monthly pay request, to inspect and observe the entire construction operation, for the term of construction as noted in Section 1.10.1. A report outlining the details of each site visit shall be furnished to the Owner within forty-eight (48) hours of the required site visit.

1.7.14 Approximately 10 months after the date of substantial completion, the Consultant shall conduct a 1-year warranty walk-through of the entire facility for all phases of the project. The Consultant shall compile a list of all required warranty work. This list shall be issued to the Construction Manager and the City's Project Manager.

1.8 CIVIC CENTER THEATER FEASIBILITY AND MARKET STUDY


1.8.1 Consultant shall perform a feasibility study of the Civic Center Theater to increase the number of seats within the existing shell as well as the estimated cost of the expansion.

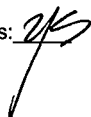
1.8.2 The Consultant shall perform a market study to evaluate any positive impacts associated with increasing the number of seats such as the ability to attract additional entertainment, operational enhancements, or other types of benefits. The Market study will compare the cost of construction to the enhanced facilities ability to increase revenue and determine the cost to benefit ratio.

1.9 ADDITIONAL SERVICES

The following services of the Consultant are not included in Paragraphs 1.3 through 1.8, nor in Exhibit A, Scope of Services. Nevertheless, the Consultant shall provide such services as related to the project if authorized in writing by the Owner prior to the performance or furnishing of same, and, unless otherwise specified in this Contract, said services shall be paid for by the Owner as provided hereinafter.

1.9.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the Owner.

Authorized City Representative's Initials: 

Authorized Consultant Representative's Initials: 

1.9.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the Owner previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.

1.9.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the Owner due to causes not within the control or responsibility of the Consultant, either in whole or in part.

1.9.4 Providing services concerning repair or replacement of Work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.

1.9.5 Providing services made necessary solely by the default of the Construction Manager or defects or deficiencies in the Work of the Construction Manager.

1.10 SERVICE SCHEDULE


1.10.1 The Consultant shall perform its services expeditiously. The Consultant shall submit for the Owner's approval a schedule for the performance for the Consultant's services which shall include allowance for time required for the Owner's review of submissions and for approvals of authorities have jurisdiction over the Project. The Owner shall review and approve or reject any schedules submitted by the Consultant within 5 working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty days, the Consultant shall also suspend Construction Administration Services upon request of Owner. Any time spent on the Project at the request of the Owner or on the Owner's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to this contract. The reasonable term of construction upon which the fees for Construction Administration Services in this contract are based, shall be extended to include the period of construction suspension. This schedule, when approved by the Owner, shall not, except for cause, be exceeded by the Consultant. In the event the Owner rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the Owner and to which the Owner makes no objection shall be a condition precedent for any payment to the Consultant.


1.11 PERSONNEL

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

<u>NAME</u>	<u>FUNCTION</u>
Young Song	President
Rob Castrovinci	Senior Project Architect & Manager

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names. Furthermore, the Owner reserves the right to reject any proposed substitution for any of the above named individuals, and the Owner shall have

Authorized City Representative's Initials: 

Authorized Consultant Representative's Initials: 

the further right to require that any individual assigned to the Project by the Consultant be removed from the Project and reassigned for good cause.

ARTICLE II

THE OWNER'S BASIC DUTIES TO THE CONSULTANT OTHER THAN COMPENSATION

2.1 The Owner shall provide the Consultant with adequate information regarding the Owner's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents Phase of design, upon which the Consultant shall be entitled to rely.

2.2 The Owner shall review any documents submitted by the Consultant requiring the Owner's decision, and shall render any required decision pertaining thereto in a timely fashion.

2.3 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.

2.4 If the Owner becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the Owner to the Consultant.


2.5 The Owner shall perform those duties set forth in Paragraphs 2.1 through 2.4 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the Work.

2.6 The Owner's review of any documents prepared by the Consultant or its Consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's construction program and intent. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE III

CONSTRUCTION COSTS

3.1 If the Guaranteed Maximum Price (GMP) of construction exceeds the cost agreed upon by the Owner, the Owner may (1) give written approval of an increase in such fixed limit, (2) terminate the Project and this Agreement in accordance herewith, or (3) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (3), the Consultant, without additional charge to the Owner, shall consult with the Owner and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the Owner. Absent negligence on the part of the Consultant in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Consultant's responsibility arising from the establishment of such construction costs, and having

Authorized City Representative's Initials: 

Authorized Consultant Representative's Initials: 

done so, the Consultant shall be entitled to compensation for all other services performed, in accordance with this Agreement.

ARTICLE IV

BASIS OF COMPENSATION

4.1 The Owner shall compensate the Consultant for services rendered pursuant to Paragraphs 1.3 through 1.6 and Exhibit A, Scope of Services, of this Agreement by payment of the fixed sum of: **\$4,791,056**

4.2 Payment to the Consultant of the sum set forth in paragraph 4.1 shall be allocated as follows:

Programming and Concept Design	\$310,000	(6%)
Demolition	\$48,500	(1%)
City Hall	\$2,074,257	(43%)
Parking Garage	\$758,999	(16%)
Water Park	\$404,600	(8%)
Amphitheater Expansion	\$272,900	(6%)
Civic Center Theater Study	\$56,100	(2%)
Site Work – Campus wide	\$815,700	(17%)
Reimbursable Expenses	\$50,000	1(%)

4.3 Additional services of the Consultant as described in Paragraph 1.7, if any, shall be compensated as follows:

SEE EXHIBIT "B" – FEE SCHEDULE

4.4 Reimbursable Expenses as defined in Article V, shall be reimbursed to the Consultant by the Owner as provided in Article V and shall not exceed **\$50,000**.

4.5 If the scope of the Consultant's services are changed materially through no fault of the Consultant, compensation due to the Consultant shall be equitably adjusted, either upward or downward.

ARTICLE V

PAYMENTS TO THE CONSULTANT

5.1 CONSULTANT'S INVOICES

5.1.1 The Consultant's invoice shall be accompanied by such documentation or data in support of the status of the Work performed or the Reimbursable Expenses for which reimbursement is sought as the Owner may require.

5.1.2 If payment is requested for services rendered by the Consultant pursuant to Paragraphs 1.3 through 1.6, the invoice shall additionally reflect the allocations as provided in Paragraph 4.2 and

Authorized City Representative's Initials: 

Authorized Consultant Representative's Initials: 

shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Consultant, which signature shall constitute the Consultant's representation to the Owner that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all obligations of the Consultant covered by prior invoices have been paid in full, and that, to the best of the Consultant's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Consultant that payment of any portion thereof should be withheld. Submission of the Consultant's invoice for final payment and reimbursement shall further constitute the Consultant's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Consultant to, others, including its Consultants, incurred in connection with the Project, will be paid in full.

5.2 TIME FOR PAYMENT

5.2.1 The Owner shall make payment to the Consultant of all sums properly invoiced as provided in Paragraph 5.1, within thirty (30) days of the Owner's receipt thereof. Upon receipt of the Consultant's invoice, the Owner shall review and notify the Consultant within 12 working days of receipt of any objection or modification of said invoice. Unless so notified, the invoice shall be deemed accepted and subject to payment provisions. If payment is not received by the Consultant from Owner within forty-five (45) days, the Consultant shall be permitted to charge interest for such outstanding invoices at the rate of 1/2% per month.

5.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

5.3.1 In the event that the Owner becomes credibly informed that any representations of the Consultant, provided pursuant to Subparagraph 5.1.2, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Contract, the Owner may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Contract, and the cause thereof, is corrected to the Owner's reasonable satisfaction. Furthermore, the Owner reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due the Consultant for a particular phase of the work until such time as the particular phase is completed to the Owner's satisfaction; said retainage may be withheld at the sole discretion of the Owner and as security for the successful completion of the Consultant's duties and responsibilities under this Contract.

5.4 REIMBURSABLE EXPENSES

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

Not to exceed the amount noted in 4.4 without prior written authorization by the Owner.

5.4.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement; fees paid for securing approval of authorities having jurisdiction over the Project; actual cost of reproduction, postage and handling of drawings, specifications and other documents; renderings, models and mock-ups requested by the Owner; additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that required in the Request For Qualifications. The consultant shall only be reimbursed for the direct cost of the item without additional mark-up. Cost for meals, snacks, and beverages are not considered a reimbursable expense.

5.5 CONSULTANT'S RECORDS

5.5.1 Documentation accurately reflecting the time expended by the Consultant and his personnel and records of Reimbursable Expenses shall be maintained by the Consultant and shall be available to the Owner for review and copying upon request.

ARTICLE VI

TERM AND TERMINATION

6.1 TERM OF AGREEMENT

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 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.

6.2 TERMINATION FOR CAUSE

6.2.1 This Agreement may be terminated by either party upon three (3) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the Owner through the date of termination, less any amounts which the Owner reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the Owner pay for profit or overhead on work not performed.

6.3 TERMINATION BY THE OWNER WITHOUT CAUSE

6.3.1 This Agreement may be terminated by the Owner without cause upon five (5) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the Owner its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph

6.3.2 Under no circumstances shall Owner make payment of profit or overhead for services that have not been performed.

ARTICLE VII

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 This Agreement shall be governed by the laws of the State of Florida. Except as set forth in Section 7.8.1, should the Parties be involved in legal action arising under, or connected to, this

Agreement, each party will be responsible for their own attorney's fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

7.2 MEANING OF TERMS

7.2.1 Capitalized terms herein shall have the same meaning as those utilized in the Owner's standard Contract for Construction.

7.3 TIME IS OF THE ESSENCE

7.3.1 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

7.4 USE AND OWNERSHIP OF DOCUMENTS

7.4.1 All finished or unfinished documents, including, but not limited to, detailed reports, studies, plans, CAD drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the Owner or furnished by Consultant pursuant to this Project Agreement shall remain the property of the Owner, and, if a copyright is claimed, the Owner shall have exclusive use of all documents in perpetuity, whether the Project for which they are made is completed or not, and shall be delivered by Consultant to Owner within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The aforementioned CAD drawings will be given to the Owner in an AutoCAD (dwg) electronic format. Project specifications will be given to the Owner in MSWord, PDF, or similar electronic format. In no event shall the Consultant use, or permit to be used, any of the documents without the Owner's prior written authorization. Any reuse of such documents by the Owner without the written verification or adaptation by the Consultant for the specific purpose intended will be at the Owner's sole risk.

7.4.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, or other data, entered into by the Consultants for a Project shall provide that all such documents and rights obtained by virtue of such subcontracts shall adhere to the same conditions stipulated in section 7.4.1.

7.4.3 All final plans and documents prepared by the Consultant shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida.

7.5 SUCCESSORS AND ASSIGNS

7.5.1 The Consultant shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, the Owner and the Consultant, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

7.6 NO THIRD-PARTY BENEFICIARIES

7.6.1 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

7.7 INSURANCE

7.7.1 Consultant agrees to maintain, on a primary, non-contributory basis and at its sole expense, at all times during the life of this Project Agreement, the following insurance coverage and limits, including endorsements described herein. The requirements contained herein, as well as Owner's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Project Agreement.

7.7.2 **Commercial General Liability.** Consultant agrees to maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

7.7.3 **Business Automobile Liability.** Consultant agrees to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Consultant does not own automobiles, Consultant agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

7.7.4 **Worker's Compensation Insurance & Employers Liability.** Consultant agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

7.7.5 **Professional Liability.** Consultant agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$2,000,000** Per Occurrence **\$2,000,000** Annual Aggregate. Consultant agrees to notify the Owner when its Self-Insured Retention (SIR) exceeds **\$25,000**. When a SIR exceeds **\$25,000**, the Owner reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual financial report or audited financial statements to determine the Consultant's financial capacity to satisfy its SIR. When the Consultant's policy is written on a "Claims-Made" basis, the Consultant agrees to maintain a Retroactive Date prior to or equal to the effective date of this Project Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Project Agreement, Consultant agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve CONSULTANT of the obligation to provide replacement coverage.

7.7.6 **Additional Insured.** Consultant agrees to endorse Owner as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization Endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured shall read, "City of Sunrise."

7.7.7 **Waiver of Subrogation.** Consultant agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Consultant enter into such an agreement on a pre-loss basis.

7.7.8 **Certificate(s) of Insurance.** Consultant agrees to provide Owner a Certificate(s) of Insurance evidencing that all coverage, limits, self-insured retentions and endorsements, including renewals

thereof, required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. If the Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant agrees to notify the City by fax or email in this section below within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by City, the Consultant agrees not to continue the Project pursuant to this Agreement, unless all required insurance remains in effect. The Certificate Holder address shall read:

Original to:

City of Sunrise
Attn: Purchasing Director
Purchasing Division
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351
Fax (954) 572-2278

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 Oakland Park Boulevard, 3rd Floor
Sunrise, Florida 33351
Email: riskmanagement@sunrisefl.gov

7.7.9 Umbrella or Excess Liability. Consultant may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Consultant agrees to endorse Owner as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

7.7.10 Deductibles, Coinsurance Penalties, &/or Self-Insured Retentions. The Consultant agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention.

7.7.11 Right to Revise or Reject. Owner reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the Owner reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally.

7.8 INDEMNIFICATION/HOLD HARMLESS

7.8.1 To the fullest extent permitted by law, the CONSULTANT agrees to indemnify and hold harmless the Owner, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT or persons employed or utilized by the CONSULTANT in performance of this Agreement. These indemnifications shall survive the term of this Agreement.

7.8.2 PURSUANT TO FLORIDA STATUTES SECTION 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING

Authorized City Representative's Initials: 

Authorized Consultant Representative's Initials: 

FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

7.9 INDEPENDENT CONTRACTOR

7.9.1 The Consultant is an independent contractor under this Agreement. Personal services provided by the Consultant shall be by employees of the Consultant who are subject to supervision by the Consultant, and who are not officers, employees, or agents of the Owner. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Consultant.

7.10 NOTICES

Whenever either party desires to, or is required to give notice to the other, it must be given by written notice, sent by certified United States mail or other commercial overnight delivery services, with return receipt requested, addressed to the part for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR OWNER:

Utilities Director or Deputy Utilities Director
City of Sunrise
777 Sawgrass Corporate Parkway
Sunrise, Florida 33325
(954) 888-6055

WITH A COPY TO:

City Attorney's Office
City of Sunrise
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351
(954) 746-3300


FOR CONSULTANT:

Ms. Young Song
Song & Associates, Inc.
1545 Center Park Drive North
West Palm Beach, Florida 33401
(561) 655-2423

7.11 ENTIRE AGREEMENT

7.11.1 This Agreement represents the entire agreement between the Owner and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.

Authorized City Representative's Initials: 

Authorized Consultant Representative's Initials: 


7.12 PUBLIC RECORDS

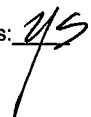
7.12.1 The CONSULTANT shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the CONSULTANT and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the CONSULTANT shall:

- (a) Keep and maintain public records required by the Owner to perform the services provided hereunder.
- (b) Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the 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 Owner.
- (d) Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in the possession of the CONSULTANT or keep and maintain public records required by the Owner to perform the service. If the CONSULTANT transfers all public records to the Owner 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 Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

If the CONSULTANT fails to comply with the requirements in this Section 6(G), the Owner may enforce these provisions in accordance with the terms of this Agreement. If the CONSULTANT fails to provide the public records to the Owner within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

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 OWNER'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY

Authorized City Representative's Initials: 

Authorized Consultant Representative's Initials: 

**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).**

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

Authorized City Representative's Initials: 

Authorized Consultant Representative's Initials: 

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature; the City signing by and through its Mayor, authorized to execute same by City Commission, and by Song & Associates, Inc., by its duly authorized representative.

OWNER

CITY OF SUNRISE, FLORIDA

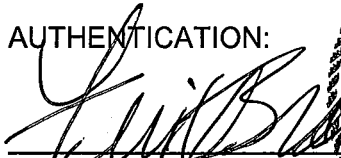
By:



Mayor Michael J. Ryan

28th day of March, 2017.

AUTHENTICATION:



Felicia M. Bravo, City Clerk

Felicia M. Bravo, City Clerk

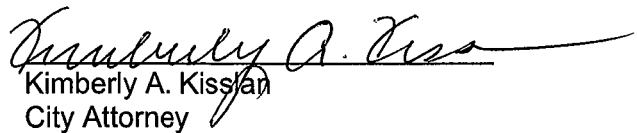
(SEAL) Seal



Approved as to form:

Kimberly A. Kisslan, City Attorney
City of Sunrise
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351
Telephone: (954) 746-3300

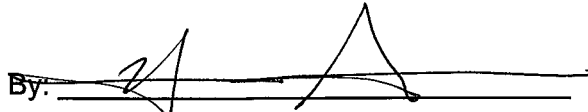
By:



Kimberly A. Kisslan
City Attorney

CONSULTANT


SONG & ASSOCIATES, INC.

By: 

Young Song, President

15 day of MARCH, 2017.


AUTHENTICATE:



Secretary

YOUNG SONG
Please print name of Secretary

(CORPORATE SEAL)

WITNESSES:

Authorized City Representative's Initials: 

Authorized Consultant Representative's Initials: 



Song + Associates, Inc.
Architecture • Planning • Interior Design

1545 Centrepark Drive North
West Palm Beach, FL 33401
Telephone: (561) 655-2423
Fax: (561) 655-1482

Sunrise Municipal Complex Design Task and Fee Memorandum March 1, 2017 – Revision 4

Fee Service Categories:

1. **Basic Services** - include Architecture, Structural, Mechanical, Electrical, Plumbing and Fire Protection services only. These are as identified by the State of Florida Division of Management Services which is one of several tools used as a reference to help establish services and fees. These fees are generally proportional to the construction cost and based on a percentage of the cost. If the total project cost increases above 10% or decreases below 10% of the estimated cost construction cost, (a 20% window), the basic services fee will be renegotiated.
2. **Extended Services (Required)** –are those which are considered additional services according to the State of Florida DMS. Certain extended services are a requirement of the project in order to procure the necessary approvals and permits needed for construction. We have identified those that are required and those which are optional and at the discretion of the City on whether or not they are to be part of the design scope
3. **Extended Services Not Included (Optional)** - are those which are considered additional services according to the State of Florida DMS and are not a requirement of the project but can be considered for value added. These services are not included in our proposed fees but can be considered at a later date.

Project Elements:

1. **Programming & Conceptual Design** – Identifying the space and programmatic needs. Provide design options for site and building elements.

2. **Demolition** – Demolition of existing City Hall, Maintenance Building and associated elements related to new construction.
3. **City Hall** – Estimated on a 100,000SF building with an estimate \$26.5M construction cost. Services and tasks are for the building only.
4. **Parking Garage** – Estimated on an 800 car garage with an estimated \$11.6M construction cost Services and tasks are for the building only.
5. **Water Park**- Estimated on a 2 acre park \$8.6M construction cost. Due diligence and Design services for the water features will be performed up to a design criteria package only. Basic Services are for an accessory building(s) are based on an assumed 5,000SF of space. Water Park program to include: Water Playground, Pavilions, Concession Building, 2 pairs of Large slides and a lazy river.
6. **Amphitheater Expansion**- Estimated on a \$6.5 M construction cost for two additional tiered levels of lawn seating, a new stage with restroom facilities and a green/conference room and a roof over the stage.
7. **Civic Center Theater** - Includes Market and Feasibility study only. Design Services not provided.
8. **Site Work**- Due diligence and site infrastructure design needed for all new project elements
9. **LEED** – Evaluation of potential LEED points and implementation of LEED design.

Project Tasks:

PROGRAMMING & CONCEPT DESIGN - \$310,000.00

Basic Services – Not Applicable

Extended Services (Required) - \$310,000.00

- Organizational Needs Assessment for City Hall and Parking Garage
- Project Scope Development
 - Amphitheater
 - Waterpark
- Site Plan Development
- Concept Arch Design

Extended Services Not Included:

- Community & Outreach Meetings
- Retail Space Market Study
- Retail Space Design
- Civic Center Design
- Project Estimating & Scheduling

DEMOLITION - \$48,500.00

Basic Services – Not Applicable

Extended Services (Required) - \$48,500.00

- Demolition City Hall/Maintenance

CITY HALL - \$2,074,257.00

Basic Services - \$1,757,757.00

- Architectural, Structural, Mechanical, Plumbing, Electrical, Fire Protection and Fire Alarm Engineering Services through the standard full scope of professional design service phases consisting of Schematic Design, Design Development, Construction Documents, Bidding/ Negotiation assistance and Construction Administration.

Extended Services (Required) - \$316,500.00

- Specialty Lighting Design
- Audio/ Visual / Acoustical
- Interior Design
- FF&E Specifications
- Signage and Wayfinding

Extended Services Not Included:

- Design of Low Voltage Security Systems (conduit only for point to point connections is included)
- Food Service Design
- Record Documents

Parking Garage- \$758,999.00

Basic Services - \$704,499.00

- Architectural, Structural, Mechanical, Plumbing, Electrical, Fire Protection and Fire Alarm Engineering Services through the standard full scope of professional design service phases consisting of Schematic Design, Design Development, Construction Documents, Bidding/ Negotiation assistance and Construction Administration.

Extended Services (Required) - \$54,500.00

- Functional Review of parking garage
- Signage and Wayfinding

Extended Services Not Included:

- Design of Low Voltage Security Systems (conduit only for point to point connections is included)
- Enhanced Façade design
- Solar panel covered parking
- Record Documents
- Market study of other (mixed) uses * See Clarifications and Assumptions below
- Financial study of other uses
- Parking equipment design
- Concept design of other uses

Water Park - \$404,600.00

Basic Services - \$ 95,000.00

- Accessory Building(s) Only - Architectural, Structural, Mechanical, Plumbing, Electrical, Fire Protection and Fire Alarm Engineering Services through the standard full scope of professional design service phases consisting of Schematic Design, Design Development, Construction Documents, Bidding/ Negotiation assistance and Construction Administration.

Extended Services (Required) - \$309,600.00

- Aquatic Feature Concepts
- Aquatic Design Criteria Package Only
- Aquatic Bidding
- Construction Administration

- Concessions and Food Service

Extended Services Not Included:

- Market Analysis
- Design of Low Voltage Security Systems (conduit only for point to point connections is included)
- Program/Operations Plan * See Clarifications and Assumptions below
- Signage and Wayfinding
- Full Service Water Park Design

Amphitheater Expansion - \$272,900.00

Basic Services - \$185, 500.00

- Accessory Building(s) Only - Architectural, Structural, Mechanical, Plumbing, Electrical, Fire Protection and Fire Alarm Engineering Services through the standard full scope of professional design service phases consisting of Schematic Design, Design Development, Construction Documents, Bidding/ Negotiation assistance and Construction Administration.

Extended Services (Required) - \$87,400.00

- Tiered Lawn Seating Design
- Specialty Lighting
- Audio/ Visual Systems Design
- Signage and Wayfinding

Extended Services Not Included:

- Market Study

Civic Center / Existing Theater \$56,100.00

Basic Services – Not Applicable

Extended Services (Required) - \$56,100.00

- Market Study
- Feasibility Study (implication of cost included)

Site Work (Entire Project) - \$815,700.00

Basic Services - Not Applicable

Extended Services (Required) - \$815,700.00

- Civil Engineering inclusive of:
 - City of Sunrise Engineering
 - Florida Department of Environmental Protection – NPDES Approval
 - Broward County Traffic Engineering – Approval of signing and pavement marking
 - Broward County Highway Division – approval of improvements that impact Oakland Park Blvd.
 - Broward County Development and Environmental Regulation Division – Surface Water Approval
 - Broward County Health Department – Water system approval
 - Broward County Development and Environmental Regulation Division – sanitary sewer system approval
 - Broward County Department of Environmental Planning and Growth Development Approval
- Parking Study
- Traffic Study
- Site Lighting/Power
- Covered Walkways
- Landscape
- Irrigation
- Hardscape
- Signage and Wayfinding

Extended Services Not Included:

- Platting
- Site Plan Approval/ DRC Review

<u>Total Basic Services:</u>	<u>\$2,742,756.00</u>
<u>Extended Services: (Required)</u>	<u>\$1,998,300.00</u>
<u>Total Basic & Required Services:</u>	<u>\$4,741,056.00</u>
<u>Reimbursable Expenses (Allowance):</u>	<u>\$ 50,000.00</u>

Clarifications and Assumptions

Owner to Provide:

- ALTA Boundary
- Topo Survey
- Tree Survey
- Geotechnical Services
- Asbestos Testing and Abatement (if required)
- A Waterpark Master Plan and Design Program - the Consultant will prepare a water park design criteria package. The package will consist of a plan drawing to scale with listed space requirements/SF quantities for all water park and related support facilities and a design criteria package booklet with annotated photos, details, site plans, grade elevations, and finishes for the water park and support facilities for use by the Owner and Owner's Construction Manager in preparing final construction plans of the pool site, pools, and pool equipment. This does not include any signed and sealed construction documents or any Pool Mechanical and Permitting (By Others).

Design Scope:

- A market study for the parking garage to identify the feasibility to include retail and /or multipurpose space is requested to be performed prior to the start of design. Changes during the design process will negatively impact any design work already done and schedule.

- FF&E Specifications will include the following only:
 1. Identification of required FF&E products: workstations, task chairs, public seating, electronics, etc.
 2. Establish placement of FF&E items to ensure circulation and safety that meets ADA.
 3. Select finishes of FF&E items to ensure aesthetic coordination with interior architectural space.

- FF&E Specifications will not include the following but may be considered at a later date:
 4. Support and contribute to the development of the FF&E Request for Quotes/Qualifications.
 5. Assist in the coordination of the RFQ process.
 6. Assist with evaluation of RFQs from FF&E vendors.
 7. Evaluation of products with vendor mock-ups and samples.
 8. Coordinate FF&E floor plans with vendors.
 9. Verify vendor quotes for quantities, finishes, product, and installation.
 10. Coordinate purchase orders for submission by City.

- MEP System design changes requested by the Owner after the Design Development deliverable submission has been made will occur as additional services to the Owner. Further coordination of the systems selected will be included in the proposed fees.

End of Document

EXHIBIT "B"

FEE SCHEDULE

SONG + ASSOCIATES, INC.

Hourly Rate Schedule
2017

Principal	\$ 225.00
Sr. Architect	\$ 200.00
Sr. Project Manager	\$ 165.00
Sr. Designer	\$ 165.00
Sr. Construction Administrator	\$ 165.00
Architect	\$ 165.00
Project Manager	\$ 135.00
Interior Designer	\$ 135.00
Construction Administrator	\$ 135.00
Project Coordinator/Job Captain	\$ 125.00
CAD/ BIM Technician	\$ 95.00
Administration/Clerical	\$ 70.00