

First Amendment to the Standard
Project Agreement Between
THE CITY OF SUNRISE
and
KIMLEY-HORN &
ASSOCIATES, INC.

This First Amendment to the Standard Project Agreement dated May 28, 2015 between the CITY OF SUNRISE, a municipal corporation (hereinafter referred to as "CITY") and Kimley-Horn & Associates, Inc. ("CONSULTANT").

WHEREAS, a Standard Project Agreement was entered into between the CITY and the CONSULTANT for professional landscape architecture services for the Welleby Park Expansion Project, as authorized under the Standard Project Agreement; and

WHEREAS, the parties wish to amend the Standard Project Agreement.

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. Amendment to Contract.
 - A. Section 2.1 is hereby amended to add the following sentence: Exhibit "1-A" shall become part of the "Scope of Work" and is attached hereto and made a part hereof.
 - B. Section 5 - Basis of Compensation is hereby amended to decrease the Reimbursable Expenses amount presented in Section 6.2 – Reimbursable Expenses by \$9,950 and increase Task 04 – Construction Documents by \$9,950. The amended Reimbursable Expenses total shall be \$5,050 and the amended Task 04 – Construction Documents total shall be \$168,530 as identified in Exhibit "1-A" to the Standard Project Agreement. The Project Agreement fixed sum amount of \$349,870 shall remain the same.
3. Conflicting Terms. In the event the terms of this First Amendment conflict with those of the Standard Project Agreement, the terms of this First Amendment shall govern. All other terms of the Standard Project Agreement shall remain and continue in full force and effect.

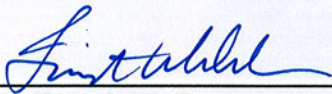
FIRST AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY
AND KIMLEY-HORN & ASSOCIATES, INC.

4. 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.
5. Effective Date. This First Amendment shall be effective when it is fully executed by both parties.

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FIRST AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY
AND KIMLEY-HORN & ASSOCIATES, INC.

CITY OF SUNRISE

By: 
Timothy Welch, P.E.
Utilities Director

Date: 10/2/2017

DJA
9-26-17
JL
10/2/17

FIRST AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY
AND KIMLEY-HORN & ASSOCIATES, INC.

KIMLEY-HORN & ASSOCIATES, INC.

By: [Signature]

Title: VICE-PRESIDENT

21 day of SEPTEMBER, 2017,

AUTHENTICATE:

[Signature]
Secretary

Jonathan High
Please print or type name of Secretary

(CORPORATE SEAL)



WITNESSES:

[Signature]
[Signature]



September 20, 2017

Dave Abderhalden
Capital Projects Coordinator
City of Sunrise Utilities Department
Public Works Division - Capital Projects Section
777 Sawgrass Corporate Parkway
Sunrise, FL 33325
Via email: DAbderhalden@sunrisefl.gov

Dear Dave,

This letter shall serve as a narrative describing the scope and compensation for Amendment 1 to the agreement between City of Sunrise, and Kimley-Horn and Associates, Inc., dated May 28, 2015 ("the Agreement") concerning **Professional Landscape Architectural Services for Welleby Park Expansion Project, Resolution No. 15-61-15-A.**

The City of Sunrise previously requested Kimley-Horn to provide design services for elements of the project outside of the agreed-upon scope of services. Specifically, a new splash pad was added to the design program, which required the following professional services that Kimley-Horn already performed based on verbal approval from the Client:

- Design development for a new splash pad feature with wet and dry deck and associated furnishings and appurtenances (shower, pump enclosure, etc)
- Splash Pad area utilities and drainage design
- Splash Pad area landscape and irrigation design
- Coordination with Splash Pad manufacturer
- Meetings and coordination with City regarding Splash Pad design and development

There are no schedule changes proposed with this amendment.

For compensation for these services, we propose to transfer \$9,950 from "Reimbursable Expenses", (decreasing the contracted value to \$5,050) and increasing Task 04 by \$9,950 to \$168,530.

Please contact me at (561) 840-0233 or jonathan.haigh@kimley-horn.com should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jonathan D. Haigh".

Jonathan D. Haigh, PLA, ASLA
Project Manager

Second Amendment to the
Standard Project Agreement

Between

THE CITY OF SUNRISE

and

KIMLEY-HORN &
ASSOCIATES, INC.

This Second Amendment to the Standard Project Agreement dated May 28, 2015 between the CITY OF SUNRISE, a municipal corporation (hereinafter referred to as "CITY") and Kimley-Horn & Associates, Inc. ("CONSULTANT").

WHEREAS, a Standard Project Agreement was entered into between the CITY and the CONSULTANT for professional landscape architecture services for the Welleby Park Expansion Project, as authorized under the Standard Project Agreement; and

WHEREAS, the parties wish to amend the Standard Project Agreement.

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. Amendment to Contract.
 - A. Section 2.1 is hereby amended to add the following sentence: Exhibit "2-A" shall become part of the "Scope of Services" and is attached hereto and made a part hereof.
 - B. Section 5 - Basis of Compensation is hereby amended to increase the Standard Project Agreement fixed sum amount by \$12,000.00. This Second Amendment to the Standard Project Agreement shall add the following Additional Services as identified in Exhibit "2-A": Survey of East Welleby Park. The Project Agreement fixed sum amount of \$349,870.00, which includes \$5,050.00 of Reimbursable Expenses shall now be \$361,870.00.
3. Conflicting Terms. In the event the terms of this Second Amendment conflict with those of the Standard Project Agreement, the terms of this Second Amendment shall govern. All other terms of the Standard Project Agreement shall remain and continue in full force and effect.

SECOND AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE
CITY
AND KIMLEY-HORN & ASSOCIATES, INC.


4. Captions. The captions of this Second 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.
5. Effective Date. This Second Amendment shall be effective when it is fully executed by both parties.

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SECOND AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE
CITY
AND KIMLEY-HORN & ASSOCIATES, INC.

IN WITNESS WHEREOF, the City and Kimley-Horn & Associates, Inc. have caused this Second Amendment to the Standard Project Agreement to be executed on the date indicated below.

CITY OF SUNRISE

By: 
Richard Salamon
City Manager

Date: 12/8/17

Jan
11/27/17

DJA
11-14-17 *[initials]*
11/16/17

MM
12/6/17

SECOND AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE
CITY
AND KIMLEY-HORN & ASSOCIATES, INC.

KIMLEY-HORN & ASSOCIATES, INC.

By: Clyde W. Hays

Title: VICE PRESIDENT

6 day of NOVEMBER, 2017,

AUTHENTICATE:

[Signature]
Secretary

Jonathan D. Hark
Please print or type name of Secretary

WITNESSES:

[Signature]
[Signature]



EXHIBIT "2-A"

SECOND AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND KIMLEY-HORN AND ASSOCIATES, INC.

AMENDMENT NUMBER 2 DATED October 18, 2017 to the agreement between City of Sunrise, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated May 28, 2015 ("the Agreement") concerning **Professional Landscape Architectural Services for Welleby Park Expansion Project, Resolution No. 15-61-15-A** (the "Project").

The Consultant has entered into the Agreement with 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 "2-A" hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

CONSULTANT:

CITY OF SUNRISE

KIMLEY-HORN AND ASSOCIATES, INC.



By: _____

By: Christopher W. Heggen, PE

Title: _____

Title: Vice President

Date: _____

Date: October 18, 2017

EXHIBIT "2-A"

Exhibit "2-A" to Amendment Number 2,
dated October 18, 2017

Consultant shall perform the following Additional Services:

AMENDMENT 2 – SURVEY OF EAST WELLEBY PARK

AMENDMENT 2 UNDERSTANDING

The City of Sunrise has indicated to Kimley-Horn that improvements are desired on the east side of Welleby Park, Broward County folio # 494119050032, accessed by vehicle from Hiatus Road, and internally to Welleby Park by a pedestrian bridge crossing a portion of a lake. The City wishes to obtain survey on the property in advance of contracting with KHA for design services for improvements to the East side of Welleby Park. The scope of services is based on the following assumptions:

- Design services will be contracted under a separate Amendment.
- Site is approximately 8 AC, bound by the west parcel of Welleby Park to the west, the edge of a lake to the south, Hiatus Road to the east, and a multifamily residential parcel to the north.

AMENDMENT 2, TASK I – SURVEY

A sub consultant to KHA will prepare survey drawings. This task includes the services specifically described below:

Boundary Survey - in accordance with Standard of Practice as set forth in Chapter 5J-17.05 FAC pursuant to Section 472.027 Florida Statutes

- Recover or reset exterior boundary corners of the combined three parcels.
- Establish State Plane Coordinates utilizing GPS Wide Area Network. Coordinates to be tied to a minimum of three (3) offsite control monuments.
- Locate interior improvements to include buildings, pavement, parking, pathways and evidence of above ground utilities.
- Map evidence of underground utilities as located by others.
- Delineate all platted easements.
- Research FEMA flood zone and note on survey.
- Calculate square footage of property.
- Certify survey to all parties concerned.

Topographic Survey – approximately 8 acres

- Establish on-site benchmarks based upon NAVD 88 Datum.
- Obtain finish floor elevations on existing structures.
- Obtain spot elevations on an approximate 100' grid extended to the edge of water.
- Map 1' contour.

Tree Survey

- Locate individual or clusters of specimen trees 4" diameter and larger, providing common name, diameter and location of trees or outline of cluster. The location of shrubbery and landscaping will not be included.
- Obtain elevations at base of tree when possible.

EXHIBIT "2-A"

SCHEDULE

The services defined in Amendment 2, Task 1 will be performed as expeditiously as practicable with the goal of meeting a mutually-agreed-upon schedule.

ADDITIONAL COMPENSATION

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation (Lump Sum, inclusive of expenses, per the terms of the Agreement): **\$12,000**

Third Amendment to the
Standard Project Agreement
Between
THE CITY OF SUNRISE
and
KIMLEY-HORN &
ASSOCIATES, INC.

This Third Amendment to the Standard Project Agreement dated May 28, 2015 between the CITY OF SUNRISE, a municipal corporation (hereinafter referred to as "CITY") and Kimley-Horn & Associates, Inc. ("CONSULTANT").

WHEREAS, a Standard Project Agreement was entered into between the CITY and the CONSULTANT for professional landscape architecture services for the Welleby Park Expansion Project, as authorized under the Standard Project Agreement; and

WHEREAS, the parties wish to amend the Standard Project Agreement.

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. Amendment to Contract.
 - A. Section 2.1 is hereby amended to add the following sentence: Exhibit "3-A" shall become part of the "Scope of Services" and is attached hereto and made a part hereof.
 - B. Section 5 - Basis of Compensation is hereby amended to increase the Standard Project Agreement fixed sum amount by \$12,000.00. This Third Amendment to the Standard Project Agreement shall add the following Additional Services as identified in Exhibit "3-A": Amendment 3 - Welleby Park Security System Design. The Project Agreement fixed sum amount of \$361,870.00, which includes \$5,050.00 of Reimbursable Expenses shall now be \$373,870.00.
3. Conflicting Terms. In the event the terms of this Third Amendment conflict with those of the Standard Project Agreement, the terms of this Third Amendment shall govern. All other terms of the Standard Project Agreement shall remain and continue in full force and effect.

THIRD AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY
AND KIMLEY-HORN & ASSOCIATES, INC.

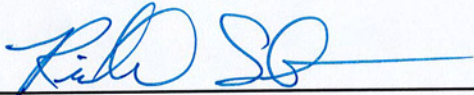
4. Captions. The captions of this Third Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Amendment.
5. Effective Date. This Third Amendment shall be effective when it is fully executed by both parties.

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THIRD AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY
AND KIMLEY-HORN & ASSOCIATES, INC.

IN WITNESS WHEREOF, the City and Kimley-Horn & Associates, Inc. have caused this Third Amendment to the Standard Project Agreement to be executed on the date indicated below.

CITY OF SUNRISE

By: 
Richard Salamon
City Manager

Date: 2/8/18

DJA
12-21-17
↓
12/22/17
JAW
1/8/18
MS
2/7/18

THIRD AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY
AND KIMLEY-HORN & ASSOCIATES, INC.

KIMLEY-HORN & ASSOCIATES, INC.

By: Corey Willy

Title: VICE PRESIDENT

20 day of DEC, 2017,

AUTHENTICATE:

[Signature]
Secretary

Jonathan High
Please print or type name of Secretary



(CORPORATE SEAL)

WITNESSES:

[Signature]

Krista Allen

EXHIBIT "3-A"

Exhibit "3-A" to Amendment Number 3,
dated November 21, 2017

Consultant shall perform the following Additional Services:

AMENDMENT 3 – WELLEBY PARK SECURITY SYSTEM DESIGN

AMENDMENT 3 UNDERSTANDING

The City of Sunrise has provided a plan, specifications, and details to Kimley-Horn for a security system at Welleby Park consisting of cameras, emergency phones, and network video recorders (NVRs) that were recommended by the City's security consultant. This Amendment assumes the following:

- The City-approved recommended plan provided by City's security consultant currently shows 19 total cameras, 3 emergency phones, and 1 NVR being deployed.
- Security System design as shown in the City-approved recommended plan provided by City's security consultant will not change more than 20% in equipment scope/quantities.
- This task does not include the consideration of new or additional Security System software.

AMENDMENT 3, TASK 1 – PLANS AND SPECIFICATIONS

Kimley-Horn will prepare the electrical and communication drawings for the security system. This task includes the services specifically described below:

- Revise electrical drawings to depict the security equipment, based on City-approved recommendations provided by City's security consultant.
- Create a security system communication plan and details sheets based on City-approved recommendations provided by City's security consultant.
- Revise the City-provided security system specifications (as needed) to support the plans and details.

AMENDMENT 3, TASK 2 – COMMENT RESOLUTION AND FINAL DESIGN

Kimley-Horn will provide a draft submittal of plans and specifications to the City for comments. Kimley-Horn will attend a comment resolution meeting with the City as needed, then Kimley-Horn will provide a final submittal of plans and specifications to the City.

SCHEDULE

The services defined in Amendment 3, Task 1 will be performed as expeditiously as practicable with the goal of meeting a mutually-agreed-upon schedule. Kimley-Horn will perform the services defined in Amendment 3, Task 2 two weeks after the comment resolution meeting.

ADDITIONAL COMPENSATION

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation (Lump Sum, inclusive of expenses, per the terms of the Agreement): **\$12,000**

EXHIBIT "3-A"

THIRD AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND KIMLEY-HORN AND ASSOCIATES, INC.

AMENDMENT NUMBER 3 DATED November 21, 2017 to the agreement between City of Sunrise, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated May 28, 2015 ("the Agreement") concerning **Professional Landscape Architectural Services for Welleby Park Expansion Project, Resolution No. 15-61-15-A** (the "Project").

The Consultant has entered into the Agreement with 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 "3-A" hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

CITY OF SUNRISE

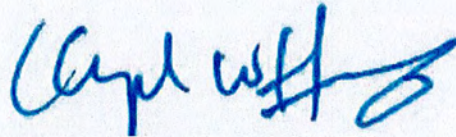
CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Title: _____

Date: _____



By: Christopher W. Heggen, PE

Title: Vice President

Date: November 21, 2017

CITY CLERK
CITY OF SUNRISE

2019 DEC 20 PM 2: 15

**Fourth Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
KIMLEY-HORN AND ASSOCIATES, INC.**

This Fourth Amendment ("Fourth Amendment") to the Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc. for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project dated May 26, 2015, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "CITY") and Kimley-Horn and Associates, Inc. ("CONSULTANT").

WHEREAS, on April 28, 2015, the City and Kimley-Horn and Associates, Inc. entered into a Continuing Services Agreement for Professional Landscape Architectural Services; and

WHEREAS, a Standard Project Agreement ("Project Agreement") for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project was entered into between the City of Sunrise and Kimley-Horn and Associates, Inc. on May 26, 2015; and

WHEREAS, the parties entered into a First Amendment on October 2, 2017 to revise the Scope of Services to reallocate task funding with no change to the Project Agreement fixed sum; and

WHEREAS, the parties entered into a Second Amendment on December 8, 2017 to revise the Scope of Services to provide additional Professional Surveying Services in the amount of \$12,000.00; and

WHEREAS, the parties entered into a Third Amendment on February 8, 2018 to revise the Scope of Services to provide the design of a Park Security System in the amount of \$12,000.00; and

WHEREAS, the parties wish to amend the Standard 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 5.1 of the Project Agreement is hereby amended as follows:

5.1 The CITY shall compensate the CONSULTANT for services rendered pursuant to Paragraphs 2.3 through 2.6 and Exhibit A, Scope of Services of this Project Agreement by payment of the fixed sum of: ~~\$368,820.00~~ **\$547,280.00**

3. Section 5.2 of the Project Agreement is hereby amended as follows:

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

Survey and Geotechnical Services:	\$36,600	10.7 (%)
Conceptual Design:	\$26,170	7.5 (%)
Schematic Design:	\$58,770	16.11 (%)
Construction Documents:	\$168,530	46.30 (%)
Permitting and Bidding Services:	\$22,830	6.4 (%)
Construction Administration Services:	\$234,380	55.920 (%)

4. Section 6.2.1 of the Project Agreement is hereby amended as follows:
6.2.1 Reimbursable Expenses shall mean: expenses incurred by the CONSULTANT and consultants in the interest of the Project as follows:

Not to exceed \$7,050 without prior written authorization by the City.

Reimbursable Expenses ~~\$5,050~~ **\$7,050**

5. 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 Fourth Amendment.

6. Conflicting Terms. In the event the terms of this Fourth Amendment conflict with those of the Project Agreements, the First Amendment, the Second Amendment or the Third Amendment, the terms of this Fourth Amendment shall govern.

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

8. Captions. The captions of this Fourth 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.

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

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FOURTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this Fourth 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 Kimley-Horn and Associates, Inc. by and through its Senior Vice President duly authorized to execute same.

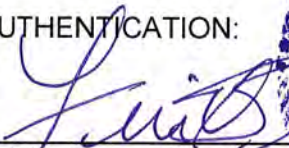
CITY

CITY OF SUNRISE, FLORIDA

By: 
Mayor Michael J. Ryan

19th day of December, 2019.

AUTHENTICATION:


Felicia Bravo, City Clerk



(SEAL)

Approved as to form for the City:

By: 
Kimberly A. Kisslan
City Attorney

CONSULTANT

KIMLEY-HORN & ASSOCIATES, INC.

By:  _____

TITLE: Senior Vice President

14 day of November, 2019.

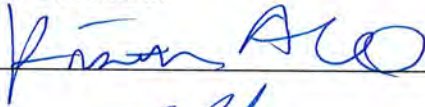
AUTHENTICATE:

 _____

Associate / Asst. Secretary
Title



WITNESSES:

 _____
 _____

Consultant shall perform the following Additional Services:

AMENDMENT 4 – SERVICES PERFORMED OUTSIDE OF SCOPE

AMENDMENT 4 ADDITIONAL LIMITED CONSTRUCTION PHASE AND ADDITIONAL STRUCTURAL ENGINEERING SERVICES

Because Kimley-Horn (Consultant) and architectural subconsultant Walters, Zackria, and Associates (Subconsultant) started construction phase services in September 2017 and because the originally-anticipated construction schedule assumed the awarded contractor would be substantially complete within one calendar year (Sept 2018), services originally proposed for limited construction phase services, as outlined in Task 6 of the Agreement, have been exceeded. Specifically, the Consultant's were exceeded as of March 30, 2019 and Subconsultant's construction phase services were exceeded as of February 7, 2019. In addition, Consultant and Subconsultant have exceeded the anticipated reviews of change orders and submittals.

As of the writing of this Amendment, the awarded contractor is anticipated to be substantially complete in March 2020 and construction phase services are anticipated to be required through May 1, 2020. This amendment proposes construction phase services for Consultant and Subconsultant, through May 1, 2020. The following additional services are proposed:

Consultant Services – Kimley-Horn construction phase services:

- Attendance by Project Manager at up to thirty-two progress meetings @ 4 hours each
 - 128 hours
- Attendance by Project Civil Engineer or Structural Engineer at up to twenty progress meetings @ 4 hours each
 - 80 hours
- Review of submittals, pay apps, change orders, shop drawings, RFIs @ 15 hrs/ month
 - 240 hours
- Administrative time for 16 months @ 2 hours / month
 - 32 hours
- Attendance by Project Manager, Civil Engineer at up to three punch list meetings with follow up memorandums @ 18 total hours X 2
 - 36 hours

Subconsultant Services - Walters Zackria Architects construction phase services:

- Review of submittals, shop drawings, RFI's, change orders =
 - 80 hours

- Project Architect attendance at up to thirty-six progress meetings @ 3 hours each
 - 108 hours
- Project Architect construction administration = 204 total hours
 - 204 hours
- Administrative staff time for construction administration =
 - 36 hours
- **Additional Structural Engineering Services** required for signing/sealing truss drawings. Bromley Cook Engineering will provide structural engineering services required due to the contractor's truss design changes, the passing of the previous structural engineer, and as required by the building department and state regulations.
 - \$7,500 lump sum fee

SCHEDULE

Extend Consultant's services to May 1, 2020, coinciding with contractor's anticipated schedule.

ADDITIONAL COMPENSATION

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation (Lump Sum, exclusive of expenses, per the terms of the Agreement): **\$178,460 plus \$2,000 additional reimbursable expenses.**

Consultant Services:	\$92,560 (Lump Sum)
Subconsultant Services:	\$85,900 (Lump Sum, pass-through)
Reimbursable Expenses:	\$2,000 (Additional Reimbursable)

CITY CLERK
CITY OF SUNRISE
2019 DEC 20 PM 2:15

SUNRISE, FLORIDA

RESOLUTION NO. 15-61-19-D

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE "FOURTH AMENDMENT TO STANDARD PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND KIMLEY-HORN AND ASSOCIATES, INC." FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES FOR THE WELLEBY PARK EXPANSION PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Welleby Park Expansion Project is a part of the General Obligation Bond Program for Park, Recreation and Leisure Projects; and

WHEREAS, via Resolution No. 15-61-15-A, Kimley-Horn and Associates, Inc. (KHA) were selected as designers for this project; and

WHEREAS, on October 2, 2017 the Utility Director approved the First Amendment to the Project Agreement with KHA to revise the Scope of Services to reallocate task funding with no change to the Project Agreement fixed sum; and

WHEREAS, on December 8, 2017 the City Manager approved the Second Amendment to the Project Agreement with KHA to revise the Scope of Services to provide additional Professional Surveying Services; and

WHEREAS, on February 8, 2018 the City Manager approved the Third Amendment to the Project Agreement with KHA to revise the Scope of Services to provide the design of a Park Security System; and

WHEREAS, West Construction, Inc., who was awarded the construction contract for this project, is currently over 150 days past the substantial completion date with approximately 65% completion; and

WHEREAS, the Fourth Amendment to the Standard Project Agreement is necessary to modify the terms of the contract for fair and reasonable compensation to KHA due to the extended time necessary to complete oversight of the project's landscape architectural services.

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

Section 1. The "Fourth Amendment to Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc." (Fourth Amendment) is hereby approved. A copy of the Fourth Amendment is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Fourth Amendment to Standard Project Agreement.

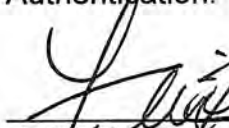
Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS 10TH DAY OF DECEMBER, 2019.



Mayor Michael J. Ryan

Authentication:



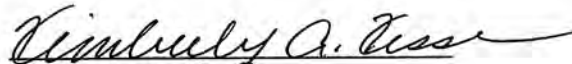
Felicia M. Bravo
City Clerk



MOTION: KERCH
SECOND: SOFIELD

DOUGLAS: YEA
KERCH: YEA
SCUOTTO: YEA
SOFIELD: YEA
RYAN: ABSENT

Approved by the City Attorney
as to Form and Legal Sufficiency.



Kimberly A. Kissler

CITY CLERK
CITY OF SUNRISE
2020 MAY 21 PM 4: 08

**Fifth Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
KIMLEY-HORN AND ASSOCIATES, INC.**

This Fifth Amendment ("Fifth Amendment") to the Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc. for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project dated May 26, 2015, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "CITY") and Kimley-Horn and Associates, Inc. ("CONSULTANT").

WHEREAS, on April 28, 2015, the City and Kimley-Horn and Associates, Inc. entered into a Continuing Services Agreement for Professional Landscape Architectural Services; and

WHEREAS, a Standard Project Agreement ("Project Agreement") for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project was entered into between the City of Sunrise and Kimley-Horn and Associates, Inc. on May 26, 2015; and

WHEREAS, the parties entered into a First Amendment on October 2, 2017 to revise the Scope of Services to reallocate task funding with no change to the Project Agreement fixed sum; and

WHEREAS, the parties entered into a Second Amendment on December 8, 2017 to revise the Scope of Services to provide additional Professional Surveying Services in the amount of \$12,000.00; and

WHEREAS, the parties entered into a Third Amendment on February 8, 2018 to revise the Scope of Services to provide the design of a Park Security System in the amount of \$12,000.00; and

WHEREAS, the parties entered into a Fourth Amendment on December 19, 2019 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$180,460.00; and

WHEREAS, the parties wish to amend the Standard Project Agreement to revise the Scope of Services set forth on Exhibit A, compensation, and term.

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 5.1 of the Project Agreement is hereby amended as follows:

5.1 The CITY shall compensate the CONSULTANT for services rendered pursuant to Paragraphs 2.3 through 2.6 and Exhibit A, Scope of Services of this Project Agreement by payment of the fixed sum of: ~~\$547,280.00~~ **\$586,900.00**

3. Section 5.2 of the Project Agreement is hereby amended as follows:

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

Survey and Geotechnical Services:	\$36,600	7.6 (%)
Conceptual Design:	\$26,170	5.4 (%)
Schematic Design:	\$58,770	11.10 (%)
Construction Documents:	\$168,530	30.29 (%)
Permitting and Bidding Services:	\$22,830	4 (%)
Construction Administration Services:	\$274,000 \$234,380	43.47(%)

4. Section 6.2.1 of the Project Agreement is hereby amended as follows:
6.2.1 Reimbursable Expenses shall mean: expenses incurred by the CONSULTANT and consultants in the interest of the Project as follows:

Not to exceed \$7,050 without prior written authorization by the City.

Reimbursable Expenses ~~\$7,050~~ **\$7,550**

5. Section 7.1 TERM is hereby amended to read as follows:

Amendment to Section 7.1 of the Standard Project Agreement. Section 7.1 of the Standard Project Agreement is hereby modified as follows:

7.1.2 This Standard Project Agreement shall continue in full force and effect through May 31, 2021, unless otherwise terminated pursuant to Section 8 or other applicable provisions of this Standard Project Agreement. No further extensions of this Standard Project Agreement shall be effective unless authorized by the City of Sunrise Commission.

6. 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 Fifth Amendment.

7. Conflicting Terms. In the event the terms of this Fifth Amendment conflict with those of the Project Agreements, the First Amendment, the Second Amendment, the Third Amendment, or the Fourth Amendment, the terms of this Fifth 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 Fifth 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 Fifth Amendment shall be effective when it is fully executed by both parties.

The Remainder of this Page was Intentionally Left Blank

FIFTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this Fifth 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 Kimley-Horn and Associates, Inc. by and through its Senior Vice President duly authorized to execute same.


CITY

CITY OF SUNRISE, FLORIDA

By: 
Mayor Michael J. Ryan

21 day of MAY, 2020.


AUTHENTICATION:


Felicia Bravo, City Clerk

(SEAL)




Approved as to form for the City:

By: 
Kimberly A. Kisslan
City Attorney

FIFTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC.


CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.

By: 
TITLE: Senior Vice President

11 day of MAY, 2020.

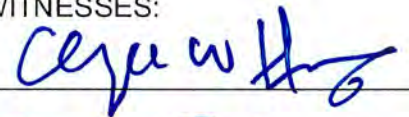

AUTHENTICATE:


Jonathan Haigh
Assistant Secretary
Title

(CORPORATE SEAL)



WITNESSES:

Consultant shall perform the following Additional Services:

AMENDMENT 5 – ADDITIONAL CONSTRUCTION PHASE SERVICES

Kimley-Horn (Consultant) and architectural subconsultant Walters, Zackria, and Associates (Subconsultant) are currently serving the City under Amendment #4 for construction phase services. Because of COVID-19 concerns and the contractor's slow progress on site, in-person meeting attendance did not proceed as anticipated in Amendment #4. However, because of COVID 19 and social distancing, some of the in-person site visits anticipated by Amendment #4 were not used. This Additional Services Scope provides for hours anticipated for an additional six months, while acknowledging that some effort scoped in Amendment #4 will be used between May 1 and October 23.

As of the writing of this Amendment, the awarded contractor is anticipated to be substantially complete in September 2020 and construction phase services are anticipated to be required through October 23, 2020. This amendment proposes construction phase services for Consultant and Subconsultant, through October 23, 2020. The following additional services are proposed:

Consultant Services – Kimley-Horn construction phase services:

- Attendance by Project Manager at up to eight progress meetings @ 4 hours each
 - 48 hours
- Attendance by Project Civil Engineer or Structural Engineer at up to four progress meetings @ 4 hours each
 - 16 hours
- Review of submittals, pay apps, change orders, shop drawings, RFIs @ 12 hrs/ month
 - 72 hours
- Administrative time for 6 months @ 2 hours / month
 - 12 hours

Subconsultant Services - Walters Zackria Architects construction phase services:

- Project Architect attendance at up to twelve progress meetings @ 3 hours each
 - 30 hours
- Project Architect construction administration = 36 total hours
 - 36 hours
- Administrative staff time for construction administration =
 - 12 hours

SCHEDULE

Extend Consultant's services to October 23, 2020, coinciding with an anticipated completion schedule.

ADDITIONAL COMPENSATION

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation (Lump Sum, exclusive of expenses, per the terms of the Agreement): **\$39,620 plus \$500 additional reimbursable expenses.**

Consultant Services:	\$25,280 (Lump Sum)
Subconsultant Services:	\$14,340 (Lump Sum, pass-through)
Reimbursable Expenses:	\$500 (Additional Reimbursable)

2021 APR 27 PM 7: 07

**Sixth Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
KIMLEY-HORN AND ASSOCIATES, INC.**

This Sixth Amendment ("Sixth Amendment") to the Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc. for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project dated May 26, 2015, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "CITY") and Kimley-Horn and Associates, Inc. ("CONSULTANT").

WHEREAS, on April 28, 2015, the City and Kimley-Horn and Associates, Inc. entered into a Continuing Services Agreement for Professional Landscape Architectural Services; and

WHEREAS, a Standard Project Agreement ("Project Agreement") for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project was entered into between the City of Sunrise and Kimley-Horn and Associates, Inc. on May 26, 2015; and

WHEREAS, the parties entered into a First Amendment on October 2, 2017 to revise the Scope of Services to reallocate task funding with no change to the Project Agreement fixed sum; and

WHEREAS, the parties entered into a Second Amendment on December 8, 2017 to revise the Scope of Services to provide additional Professional Surveying Services in the amount of \$12,000.00; and

WHEREAS, the parties entered into a Third Amendment on February 8, 2018 to revise the Scope of Services to provide the design of a Park Security System in the amount of \$12,000.00; and

WHEREAS, the parties entered into a Fourth Amendment on December 10, 2019 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$180,460.00; and

WHEREAS, the parties entered into a Fifth Amendment on May 12, 2020 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$39,620 plus \$500 for reimbursable expenses; and

WHEREAS, the Standard Project Agreement expires on May 31, 2021 and the parties wish to amend the Standard Agreement to extend the Standard Agreement for one year and to add E-Verify Employment Eligibility.

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 7.1 TERM is hereby amended to read as follows:

Amendment to Section 7.1 of the Standard Project Agreement. Section 7.1 of the Standard Project Agreement is hereby modified as follows:

7.1.2 This Standard Project Agreement shall continue in full force and effect through ~~May 31, 2021~~ May 31, 2022 unless otherwise terminated pursuant to Section 8 or other applicable provisions of this Standard Project Agreement. No further extensions of this Standard Project Agreement shall be effective unless authorized by the City of Sunrise Commission.

3. Article VII Miscellaneous Provisions of the Standard Project Agreement is hereby modified to add the following language:

7.12 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 Standard 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 Standard Project Agreement which requires a longer retention period.
- c. CITY shall terminate this Standard 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 Standard 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 Standard Project Agreement was terminated. In the event of such Standard Project Agreement termination, CONSULTANT shall also be liable for any additional costs incurred by CITY as a result of the termination.

4. Conflicting Terms. In the event the terms of this of this Sixth Amendment conflict with those of the Standard Project Agreement or any of its amendments, the Sixth Amendment shall govern.

5. All other terms of the Standard 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 Amendment.

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

The Remainder of this Page was Intentionally Left Blank

SIXTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND 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 Mayor, attested to by its City Clerk, duly authorized to execute same and by Kimley-Horn and Associates, Inc. by and through its Senior Vice President duly authorized to execute same.

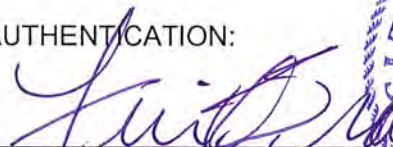
CITY

CITY OF SUNRISE, FLORIDA

By: 
Mayor Michael J. Ryan

27 day of April, 2021


AUTHENTICATION:


Felicia Bravo, City Clerk



(SEAL)

Approved as to form for the City:

By: 
Kimberly A. Kisslan
City Attorney

SIXTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC.

CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.

By: Henry R. Reth

TITLE: ~~Senior~~ Vice President

26 day of APRIL, 2021.

AUTHENTICATE:

[Handwritten Signature]

Assistant Secretary
Title



WITNESSES:

[Handwritten Signature]
[Handwritten Signature]

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OF 118

7-06

SUNRISE, FLORIDA

RESOLUTION NO. 15-61-21-B

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE "SIXTH AMENDMENT TO STANDARD PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND KIMLEY-HORN AND ASSOCIATES, INC." FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES FOR THE WELLEBY PARK EXPANSION PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Welleby Park Expansion Project is a part of the General Obligation Bond Program for Park, Recreation and Leisure Projects; and

WHEREAS, via Resolution No. 15-61-15-A, Kimley-Horn and Associates, Inc. (KHA) were selected as designers for this project; and

WHEREAS, on October 2, 2017 the Utility Director approved the First Amendment to the Project Agreement with KHA to revise the Scope of Services to reallocate task funding with no change to the Project Agreement fixed sum; and

WHEREAS, on December 8, 2017 the City Manager approved the Second Amendment to the Project Agreement with KHA to revise the Scope of Services to provide additional Professional Surveying Services; and

WHEREAS, on February 8, 2018 the City Manager approved the Third Amendment to the Project Agreement with KHA to revise the Scope of Services to provide the design of a Park Security System; and

WHEREAS, on December 10, 2019 the City Commission approved the Fourth Amendment to the Project Agreement to amend the scope of services; and

WHEREAS, on May 12, 2020, the City Commission approved the Fifth Amendment to the Project Agreement to provide for additional Construction Administration Services due to the contractor not completing the project within the contractual contract time; and

WHEREAS, a Sixth Amendment to the Standard Project Agreement is necessary to extend the Agreement to May 31, 2022 in order to continue with the additional Construction Administration Services.

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

Section 1. The "Sixth Amendment to Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc." (Sixth Amendment) is hereby approved. A copy of the Sixth Amendment is attached hereto and made a part of this Resolution as Exhibit A.

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

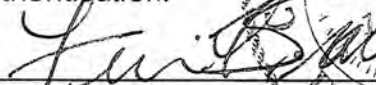
Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 27TH DAY of APRIL, 2021.



Mayor Michael J. Ryan

Authentication:



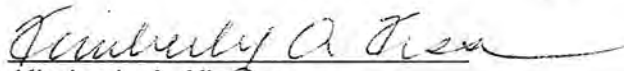
Felicia M. Bravo
City Clerk



MOTION: SCUOTTO
SECOND: DOUGLAS

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

Approved by the City Attorney
as to Form and Legal Sufficiency



Kimberly A. Kisslan



Memorandum

To: Ania Krumenacker, Administrative Officer, Utilities Department

From: Bernita Sherrod, ^{BOA} Administrative Assistant II, City Clerk's Office

Date: April 29, 2021

RE: **Sixth Amendment to Standard Project Agreement Kimley-Horn and Assoc., Inc. for Professional Landscape Architectural Services for the Welleby Park Expansion Resolution No. 15-61-21B (C21090)**

Please find attached please find two (2) fully executed originals of the agreement related to the Resolution mentioned above, a copy of which is attached.

Please let me know if you have any questions or require additional documents. I may be reached at ext. 3333.

**Seventh Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
KIMLEY-HORN AND ASSOCIATES, INC.**

This Seventh Amendment ("Seventh Amendment") to the Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc. for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project dated May 26, 2015, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "CITY") and Kimley-Horn and Associates, Inc. ("CONSULTANT").

WHEREAS, on April 28, 2015, the City and Kimley-Horn and Associates, Inc. entered into a Continuing Services Agreement for Professional Landscape Architectural Services; and

WHEREAS, a Standard Project Agreement ("Project Agreement") for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project was entered into between the City of Sunrise and Kimley-Horn and Associates, Inc. on May 26, 2015; and

WHEREAS, the parties entered into a First Amendment on October 2, 2017 to revise the Scope of Services to reallocate task funding with no change to the Project Agreement fixed sum; and

WHEREAS, the parties entered into a Second Amendment on December 8, 2017 to revise the Scope of Services to provide additional Professional Surveying Services in the amount of \$12,000.00; and

WHEREAS, the parties entered into a Third Amendment on February 8, 2018 to revise the Scope of Services to provide the design of a Park Security System in the amount of \$12,000.00; and

WHEREAS, the parties entered into a Fourth Amendment on December 19, 2019 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$180,460.00; and

WHEREAS, the parties entered into a Fifth Amendment on May 21, 2020 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$39,620 plus \$500 for reimbursable expenses; and

WHEREAS, the parties entered into a Sixth Amendment on April 27, 2021 to extend the Term of the agreement to May 31, 2022; and

WHEREAS, the parties wish to amend the Standard Agreement to additional Construction Administration Services in the amount of \$24,420 plus \$500 for reimbursable expenses.

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 5.1 of the Project Agreement is hereby amended as follows:

5.1 The CITY shall compensate the CONSULTANT for services rendered pursuant to Paragraphs 2.3 through 2.6 and Exhibit A, Scope of Services of this Project Agreement by payment of the fixed sum of: **\$611,320** ~~\$586,900.00~~

3. Section 5.2 of the Project Agreement is hereby amended as follows:

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

Survey and Geotechnical Services:	\$36,600	6 (%)
Conceptual Design:	\$26,170	4 (%)
Schematic Design:	\$58,770	10 (%)
Construction Documents:	\$168,530	28 29 (%)
Permitting and Bidding Services:	\$22,830	4 (%)
Construction Administration Services:	\$298,420	\$274,000 48 47(%)

4. Section 6.2.1 of the Project Agreement is hereby amended as follows:
6.2.1 Reimbursable Expenses shall mean: expenses incurred by the CONSULTANT and consultants in the interest of the Project as follows:

Not to exceed \$8,050 ~~\$7,550~~ without prior written authorization by the City.

Reimbursable Expenses \$8,050 ~~\$7,550~~

5. Conflicting Terms. In the event the terms of this of this Seventh Amendment conflict with those of the Standard Project Agreement or any of its amendments, the Seventh Amendment shall govern.

6. All other terms of the Standard Project Agreement 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 Amendment.

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

The Remainder of this Page was Intentionally Left Blank


SEVENTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN
THE CITY AND KIMLEY-HORN AND 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, attested to by its City Clerk, duly authorized to execute same and by Kimley-Horn and Associates, Inc. by and through its Senior Vice President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

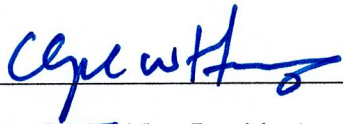
SFD
8/4/21

By: 
Mark Lubelski, P.E.
City Manager
4 day of August, 2021.

SEVENTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC.

CONSULTANT

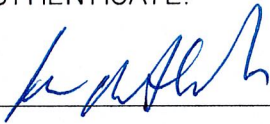
KIMLEY-HORN AND ASSOCIATES, INC.

By: 

TITLE: Senior Vice President

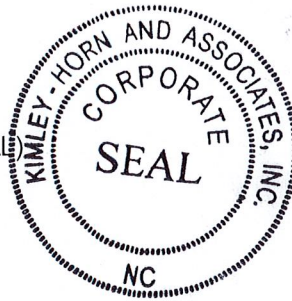
28 day of JULY, 2021

AUTHENTICATE:



Senior Vice President / Assist. Secretary
Title

(CORPORATE SEAL)



WITNESSES:

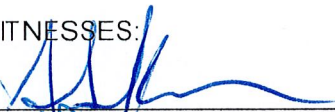




Exhibit A

Consultant shall perform the following Additional Services:

AMENDMENT 7 – ADDITIONAL CONSTRUCTION PHASE SERVICES

Kimley-Horn (Consultant) and architectural subconsultant Walters, Zackria, and Associates (Subconsultant, "WZA") are currently serving the City under Amendment #5 for construction phase services. Because of the contractor's slow progress on site and meetings held virtually during portions of 2020 due to the COVID 19 pandemic, in-person meeting attendance did not proceed as anticipated in Amendment #5. This allowed those additional services from Amendment #5 to extend beyond October 23, 2020. At this time, we expect Kimley-Horn's budget to run out by June 30, 2021. WZA's services are limited to the two buildings and due to their subconsultant role, have budget remaining that will cover their services until September 30, 2021. This Additional Services Scope provides for hours anticipated for an additional four months at generally the current pace of work – through October 29, 2021. This scope acknowledges that remaining subconsultant budget scoped in Amendment #5 that will be used to supplement Amendment #7 proposed Subconsultant fees required to cover until October 29, 2021.

As of the writing of this Amendment, the awarded contractor is anticipated to be ready for the Consultant team to prepare the first Punch List in September 2021. This amendment proposes construction phase services for Consultant and Subconsultant, through October 29, 2021. The following additional services are proposed:

Consultant Services – Kimley-Horn construction phase services:

- Attendance by Project Manager at up to eight progress meetings @ 4 hours each
 - 32 hours
- Attendance by Project Engineer at up to four progress meetings @ 4 hours each
 - 16 hours
- Review of submittals, pay apps, change orders, shop drawings, RFIs @ 15 hrs/ month
 - 60 hours
- Administrative time for 4 months @ 3 hours / month
 - 12 hours

Subconsultant Services - Walters Zackria Architects construction phase services:

- Project Architect attendance at Punch List follow-up meeting + memo production
 - 6 hours
- Project Architect construction administration
 - 8 hours
- Administrative staff time for construction administration
 - 2 hours

SCHEDULE

Extend Consultant's services to October 23, 2021, coinciding with an anticipated completion schedule.

ADDITIONAL COMPENSATION

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation (Lump Sum, exclusive of expenses, per the terms of the Agreement): **\$24,420 plus \$500 additional reimbursable expenses.**

Consultant Services:	\$21,420 (Lump Sum)
Subconsultant Services:	\$ 3,000 (Lump Sum, pass-through)
Reimbursable Expenses:	\$ 500 (Additional Reimbursable)

**Eighth Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
KIMLEY-HORN AND ASSOCIATES, INC.**

This Eighth Amendment (“Eighth Amendment”) to the Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc. for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project dated May 26, 2015, is between the City of Sunrise, a municipal corporation (hereinafter referred to as “CITY”) and Kimley-Horn and Associates, Inc. (“CONSULTANT”).

WHEREAS, on April 28, 2015, the City and Kimley-Horn and Associates, Inc. entered into a Continuing Services Agreement for Professional Landscape Architectural Services; and

WHEREAS, a Standard Project Agreement (“Project Agreement”) for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project was entered into between the City of Sunrise and Kimley-Horn and Associates, Inc. on May 26, 2015; and

WHEREAS, the parties entered into a First Amendment on October 2, 2017 to revise the Scope of Services to reallocate task funding with no change to the Project Agreement fixed sum; and

WHEREAS, the parties entered into a Second Amendment on December 8, 2017 to revise the Scope of Services to provide additional Professional Surveying Services in the amount of \$12,000.00; and

WHEREAS, the parties entered into a Third Amendment on February 8, 2018 to revise the Scope of Services to provide the design of a Park Security System in the amount of \$12,000.00; and

WHEREAS, the parties entered into a Fourth Amendment on December 19, 2019 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$180,460.00; and

WHEREAS, the parties entered into a Fifth Amendment on May 21, 2020 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$39,620 plus \$500 for reimbursable expenses; and

WHEREAS, the parties entered into a Sixth Amendment on April 27, 2021 to extend the Term of the agreement to May 31, 2022; and

WHEREAS, the parties entered into a Seventh Amendment on August 4, 2021 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$24,420 plus \$500 for reimbursable expenses.

WHEREAS, the parties wish to amend the Standard Agreement to provide for the design of a Security System for the East Side of the Park and to provide Bidding and Construction Administration Services to implement the entire Park Security System in the amount of \$24,670 plus \$300 for reimbursable expenses.

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 5.1 of the Project Agreement is hereby amended as follows:

5.1 The CITY shall compensate the CONSULTANT for services rendered pursuant to Paragraphs 2.3 through 2.6 and Exhibit A, Scope of Services of this Project Agreement by payment of the fixed sum of: \$635,990 ~~\$611,570~~

3. Section 5.2 of the Project Agreement is hereby amended as follows:

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

Survey and Geotechnical Services:	\$36,600		6 (%)
Conceptual Design:	\$26,170		4 (%)
Schematic Design:	\$58,770		9.40 (%)
Construction Documents:	\$182,910	\$168,530	29.28 (%)
Permitting and Bidding Services:	\$29,420	\$22,830	4 (%)
Construction Administration Services:	\$302,120	\$298,420	48 (%)

4. Section 6.2.1 of the Project Agreement is hereby amended as follows:
6.2.1 Reimbursable Expenses shall mean: expenses incurred by the CONSULTANT and consultants in the interest of the Project as follows:

Not to exceed \$8,350 ~~\$8,050~~ without prior written authorization by the City.

Reimbursable Expenses \$8,350 ~~\$8,050~~

5. Conflicting Terms. In the event the terms of this of this Eighth Amendment conflict with those of the Standard Project Agreement or any of its amendments, the Eighth Amendment shall govern.

6. All other terms of the Standard Project Agreement 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 Amendment.

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

The Remainder of this Page was Intentionally Left Blank

EIGHTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND 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 City Manager, attested to by its City Clerk, duly authorized to execute same and by Kimley-Horn and Associates, Inc. by and through its Senior Vice President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

SFD
9/21/21

By: 
Mark Lubelski, P.E.
City Manager

22 day of September, 2021

AUTHENTICATION:

Felicia Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Kimberly A. Kisslan
City Attorney

EIGHTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC.

CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

TITLE: Senior Vice President

26th day of August, 2021

AUTHENTICATE:

MATTHEW FURSETZER

Title Assistant Secretary

(CORPORATE SEAL)



WITNESSES:

Exhibit A

PROJECT UNDERSTANDING

The City of Sunrise is seeking professional security system design services for Welleby Park. Specifically, Kimley-Horn will provide an electrical and communications design that will:

- Refine the current Security Plans and electrical drawings prepared under a separate agreement for the Welleby Park Extension Project, to extend fiber to the existing Bathroom Building from the Community Center and provide electrical service to security system equipment.
- Provide fiber connection between the west and east sides of Welleby Park, with detailing to support the connection at the pedestrian bridge.
- Provide security system and electrical design for the east side of Welleby Park:
 - Locate one emergency Blue Phone adjacent to the Bathroom Building,
 - Locate CCTV cameras to cover the Bathroom Building perimeter and parking lot
 - Locate license plate reader (LPR) camera at the eastern entrance/exit of the parking lot.

PROJECT ASSUMPTIONS

- Per the City of Sunrise staff, staff level reviews will be required for progress approvals, while plans will be routed for engineering approval and building/electrical permit review. Development Review Committee review will not be required for the proposed improvements.
- Project survey, prepared in 2018 under a separate agreement, will be used as a basis for the east side of Welleby Park.
- Kimley-Horn design drawings prepared under a separate agreement, will be used as a basis for the west side of Welleby Park.
- No new survey is anticipated for this project and survey services are not proposed under this agreement.
- Sewer/Water/Franchise (other than FPL) Utility coordination is not required for this project.
- Geotechnical services are not anticipated and are not proposed under this agreement.
- Variances are not anticipated; processing variances is not included in this scope.
- Project specifications will be placed on plans or reference specification standards. A separate specification book will not be prepared under this scope.

Scope of Services

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

TASK 1 – PLANS PREPARATION

Construction Plans:

Kimley-Horn will prepare permit / construction plans for the project. The plans will consist of the following sheets:

- Cover
- Overall Project Map
- Security/ Electrical Site Plans – these sheets will show conduit routing for fiber and power from source to device/equipment; camera locations, blue phone location, existing panelboard for connection, and Community Center for fiber tie-in.
- Details – these sheets will show conduit bridge mounting and trenching details, camera mounting details, junction boxes, and panel schedule.

Technical Specifications will be provided on the plan sheets.

Plans Deliverables will be limited to:

- 75% plans – up to five printed full-size copies of plans and PDF
 - This set of plans will be submitted to the City for initial permitting review
- 100% plans – up to five printed full-size copies of plans and PDF
 - Submitted after permitting under Task 2 is complete.
- Opinions of Probable Construction Cost - two rounds of revisions (75% and 100%)
- Attendance at one progress meeting to present 75% plans

TASK 2 – REGULATORY AGENCY PERMITTING AND LIMITED BID PHASE SERVICES

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

- City of Sunrise Engineering
- City of Sunrise Building Division

No other agency permit applications are anticipated in this scope of services other than those identified above. Conditions and expiration dates for permits issued for this project are the sole responsibility of the City. The City shall provide all permit fees. Attendance at public meetings or commission hearings is excluded from this scope.

Limited Bid Phase Services

It is our understanding that the City will use a competitive bidding process to award the contact to a qualified contractor to construct the improvements. Kimley-Horn shall consult with and advise the City for the proposed improvements during the bidding process. This task is limited to attendance at one pre-bid meeting and issuance of one addendum in response to interested contractor questions or requests for information during the bid process. All responses by Kimley-Horn will be approved by the City prior to issuance. Once bids are received, Kimley-Horn shall review the bids and provide a recommendation to the City of the apparent low bidder's price proposal. The City will be responsible in making the award.

TASK 3 – LIMITED CONSTRUCTION PHASE SERVICES

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

- Schedule of Values Review and Preconstruction meeting attendance:
 - Consultant will not provide this service (0 hours)
- Meetings with Contractor and City: two initial meetings in first month (includes pre-con)
 - Consultant will not provide this service (0 hours)
- Periodic construction observation (on site meetings):
 - Consultant will not provide this service (0 hours)
- Pay App review:
 - Consultant will not provide this service (0 hours)
- RFI Responses/ Clarifications/ Interpretations/ Communication of Defective Work:
 - Limited to 6 hours
- Submittal/ shop drawing review:
 - Limited to 4 hours
- Change order proposal review:
 - Consultant will not provide this service (0 hours)
- Substantial /Final completion visits and certifications:
 - Limited to 16 hours
 - 4 hours x 1 person x 2 visits = 8 hours
 - 2 observation memo/punch lists memos x 2 hours each = 4 hours

- Required permit close-out requirements by City and outside agencies and as-built certifications:
 - Time/effort included as a part of substantial/final completion visits
- Administrative staff time associated with Construction Phase: 1 hours/month = 1 hour

TASK 4 - ADDITIONAL SERVICES

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

- Photometric and lighting design
- Site Civil Engineering Services
- Landscape Architectural Design Services
- Preparation of as-built drawings

INFORMATION SUPPLIED BY THE CLIENT

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

- Utilities as-builts
- Plan information
- Prior City coordination information

FEE AND EXPENSES

Kimley-Horn will perform the services in **Tasks 1-3** for the total maximum fee of **\$24,970**, inclusive of expenses. (**\$24,670 excluding expenses**) See below for breakdown; individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Plans Preparation	\$ 14,380
Task 2	Regulatory Agency Permitting and Limited Bid Phase	\$ 6,590
Task 3	Limited Construction Phase Services	\$ 3,700
Total Lump Sum Labor Fee Tasks 1-3 (exclusive of expenses)		\$ 24,670
Reimbursable Expenses (Not to Exceed)		\$ 300

**Ninth Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
KIMLEY-HORN AND ASSOCIATES, INC.**

This Ninth Amendment ("Ninth Amendment") to the Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc. for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project dated May 26, 2015, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "CITY") and Kimley-Horn and Associates, Inc. ("CONSULTANT").

WHEREAS, on April 28, 2015, the City and Kimley-Horn and Associates, Inc. entered into a Continuing Services Agreement for Professional Landscape Architectural Services; and

WHEREAS, a Standard Project Agreement ("Project Agreement") for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project was entered into between the City of Sunrise and Kimley-Horn and Associates, Inc. on May 26, 2015; and

WHEREAS, the parties entered into a First Amendment on October 2, 2017 to revise the Scope of Services to reallocate task funding with no change to the Project Agreement fixed sum; and

WHEREAS, the parties entered into a Second Amendment on December 8, 2017 to revise the Scope of Services to provide additional Professional Surveying Services in the amount of \$12,000.00; and

WHEREAS, the parties entered into a Third Amendment on February 8, 2018 to revise the Scope of Services to provide the design of a Park Security System in the amount of \$12,000.00; and

WHEREAS, the parties entered into a Fourth Amendment on December 19, 2019 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$180,460.00; and

WHEREAS, the parties entered into a Fifth Amendment on May 21, 2020 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$39,620 plus \$500 for reimbursable expenses; and

WHEREAS, the parties entered into a Sixth Amendment on April 27, 2021 to extend the Term of the agreement to May 31, 2022; and

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City's Initials CSP

Consultant's Initial CWH

WHEREAS, the parties entered into a Seventh Amendment on August 4, 2021 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$24,420 plus \$500 for reimbursable expenses.

WHEREAS, the parties entered into an Eighth Amendment on September 22, 2021 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$24,670 plus \$300 for reimbursable expenses.

WHEREAS, the parties wish to amend the Standard Agreement to provide for additional Construction Administration Services in the amount of \$9,900 plus \$90 for reimbursable expenses.

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 5.1 of the Project Agreement is hereby amended as follows:

5.1 The CITY shall compensate the CONSULTANT for services rendered pursuant to Paragraphs 2.3 through 2.6 and Exhibit A, Scope of Services of this Project Agreement by payment of the fixed sum of: \$645,890 ~~\$635,990~~.

3. Section 5.2 of the Project Agreement is hereby amended as follows:

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

Survey and Geotechnical Services:	\$36,600	6 (%)
Conceptual Design:	\$26,170	4 (%)
Schematic Design:	\$58,770	9 (%)
Construction Documents:	\$182,910	<u>28</u> 29 (%)
Permitting and Bidding Services:	\$29,420	<u>5</u> 4 (%)
Construction Administration Services:	<u>\$312,020</u> \$302,120	48 (%)

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4. Section 6.2.1 of the Project Agreement is hereby amended as follows:
6.2.1 Reimbursable Expenses shall mean: expenses incurred by the CONSULTANT and consultants in the interest of the Project as follows:

Not to exceed \$8,440 ~~\$8,350~~ without prior written authorization by the City.

Reimbursable Expenses \$8,440 ~~\$8,350~~

5. Conflicting Terms. In the event the terms of this of this Ninth Amendment conflict with those of the Standard Project Agreement or any of its amendments, the Ninth Amendment shall govern.

6. All other terms of the Standard Project Agreement 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 Amendment.

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

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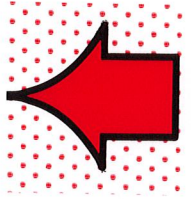
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City's Initials ESP

Consultant's Initial CWH

NINTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF SUNRISE



By: *Tim Welch*
Tim Welch, PE
Director of Utilities

Date: 2/16/22

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City's Initials *ETP*

Consultant's Initial *CWH*

NINTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC.

CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.

By: Caryl W. Hays

TITLE: Vice President

15 day of FEBRUARY, 2022

AUTHENTICATE:
[Signature]
Assistant Secretary
Title



WITNESSES:
[Signature]
[Signature]

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City's Initials CFP

Consultant's Initial CWH

Consultant shall perform the following Additional Services:

AMENDMENT 9 – ADDITIONAL LIMITED CONSTRUCTION PHASE SERVICES

Consultant and architectural subconsultant Walters, Zackria, and Associates (Subconsultant, “WZA”) have been requested to provide additional services for the Welleby Park project by the City. The Consultant and Subconsultant services under this amendment shall be limited to the following:

Consultant Services:

- Attendance at walk-through with City staff, attended by Project Landscape Architect and Project Engineer to observe the progress of the work performed by West Construction, Inc (“WCI”). Observations will not be exhaustive or extend to every aspect of WCI’s work, but will be limited to spot checking, and similar methods of general observation. Based on the observations made during this walk-through, Consultant will evaluate whether WCI’s work is generally in accordance with the Contract Documents and document readily observable work that is incomplete or deficient in comparison to the contract documents.
 - 13 hours
- Preparation of a report, containing items documented during the walk-through. It is our understanding that the City will use the content of the report as the scope of services to solicit a proposal. The City will prepare the proposal document.
 - 8 hours
- Project Landscape Architect and Project Engineer attendance at on-site pre-proposal meeting with City staff and City-solicited contractor(s) to review the proposal document.
 - 11 hours
- Consultant will tabulate City-solicited contractor proposal(s) and evaluate general compliance with the proposal document. Consultant will provide a summary of this tabulation and evaluation.
 - 4 hours

Subconsultant Services: Walters Zackria Architects will also perform the services above, limited to observations of the Community Center building and Dog Park Restroom building:

- 12 hours total.

SCHEDULE

It is anticipated that these services will take place with the following schedule:

- Feb 18, 2022: Site observation visit
- Feb 22, 2022: Consultant and Subconsultant deliver report to Client
- Feb 24 or Feb 25, 2022: Consultant and Subconsultant attend pre-proposal meeting
- March 2022: Consultant and Subconsultant evaluate City-solicited proposal(s)

Exhibit A to Amendment Number 9,
dated February 15, 2022

ADDITIONAL COMPENSATION

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation (Lump Sum, exclusive of expenses, per the terms of the Agreement): **\$9,900 plus \$90 reimbursable expenses.**

Consultant Services:	\$ 6,900 (Lump Sum)
Subconsultant Services:	\$ 3,000 (Lump Sum, pass-through)
Reimbursable Expenses:	\$ 90

CITY CLERK
CITY OF SUNRISE

2022 APR 14 AM 10:13

SUNRISE, FLORIDA

RESOLUTION NO. 15-61-22-A

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A “TENTH AMENDMENT TO STANDARD PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND KIMLEY-HORN AND ASSOCIATES, INC.” FOR THE WELLEBY PARK EXPANSION PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 26, 2015 via Resolution No. 15-61-15-A, the City awarded a Standard Project Agreement to Kimley-Horn and Associates, Inc. (KHA), as amended, to provide design and construction administration services for the Welleby Park Expansion Project; and

WHEREAS, the project is currently past the substantial completion date of May 21, 2019; and

WHEREAS, the City is currently in the process of taking over the project and completing the work with a different Contractor; and

WHEREAS, KHA's participation as the Consultant of Record is required in order to provide consistent oversight of the new Contractors' work and final closeout certifications; and

WHEREAS, the parties wish to amend the Project Agreement to extend the term of the Project Agreement until May 31, 2023.

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

Section 1. A “Tenth Amendment to Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc.” (Tenth Amendment) for the Welleby Park Expansion Project is hereby approved. A copy of the Tenth Amendment is attached hereto and made a part of this Resolution as Exhibit A.

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

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

PASSED AND ADOPTED this 12TH DAY APRIL, of 2022.



Mayor Michael J. Ryan

Authentication:

Maria
Deputy Felicia M. Bravo *Maria*
City Clerk



MOTION: KERCH
SECOND: SCUOTTO

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

Approved by the City Attorney
as to Form and Legal Sufficiency

Kimberly A. Kisslan

Kimberly A. Kisslan

CITY CLERK
CITY OF SUNRISE

2022 APR 14 AM 10:13

**Tenth Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
KIMLEY-HORN AND ASSOCIATES, INC.**

This Tenth Amendment ("Tenth Amendment") to the Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc. for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project dated May 26, 2015, is between the City of Sunrise, a municipal corporation (hereinafter referred to as "CITY") and Kimley-Horn and Associates, Inc. ("CONSULTANT").

WHEREAS, on April 28, 2015, the City and Kimley-Horn and Associates, Inc. entered into a Continuing Services Agreement for Professional Landscape Architectural Services; and

WHEREAS, a Standard Project Agreement ("Project Agreement") for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project was entered into between the City of Sunrise and Kimley-Horn and Associates, Inc. on May 26, 2015; and

WHEREAS, the parties entered into a First Amendment on October 2, 2017 to revise the Scope of Services to reallocate task funding with no change to the Project Agreement fixed sum; and

WHEREAS, the parties entered into a Second Amendment on December 8, 2017 to revise the Scope of Services to provide additional Professional Surveying Services in the amount of \$12,000.00; and

WHEREAS, the parties entered into a Third Amendment on February 8, 2018 to revise the Scope of Services to provide the design of a Park Security System in the amount of \$12,000.00; and

WHEREAS, the parties entered into a Fourth Amendment on December 19, 2019 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$180,460.00; and

WHEREAS, the parties entered into a Fifth Amendment on May 21, 2020 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$39,620 plus \$500 for reimbursable expenses; and

WHEREAS, the parties entered into a Sixth Amendment on April 27, 2021 to extend the Term of the Project Agreement to May 31, 2022; and

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City's Initials ETP

Consultant's Initial 

WHEREAS, the parties entered into a Seventh Amendment on August 4, 2021 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$24,420 plus \$500 for reimbursable expenses; and

WHEREAS, the parties entered into an Eighth Amendment on September 22, 2021 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$24,670 plus \$300 for reimbursable expenses; and

WHEREAS, the parties entered into a Ninth Amendment on February 16, 2022 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$9,900 plus \$90 for reimbursable expenses; and

WHEREAS, the parties wish to amend the Project Agreement to provide for additional Construction Administration Services in the amount of \$99,080 plus \$800 for reimbursable expenses and to extend the term of the Project Agreement to May 31, 2023.

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 5.1 of the Project Agreement is hereby amended as follows:

5.1 The CITY shall compensate the CONSULTANT for services rendered pursuant to Paragraphs 2.3 through 2.6 and Exhibit A, Scope of Services of this Project Agreement by payment of the fixed sum of: \$744,970 ~~\$645,890~~ which includes reimbursable expenses.

3. Section 5.2 of the Project Agreement is hereby amended as follows:

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

Survey and Geotechnical Services:	\$36,600	<u>5</u> 6 (%)
Conceptual Design:	\$26,170	<u>3</u> 4 (%)
Schematic Design:	\$58,770	<u>8</u> 9 (%)
Construction Documents:	\$182,910	<u>25</u> 28(%)
Permitting and Bidding Services:	\$29,420	<u>4</u> 5 (%)
Construction Administration Services:	<u>\$411,100</u> \$312,020	<u>55</u> 48 (%)

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City's Initials CTP

Consultant's Initial 

4. Section 6.2.1 of the Project Agreement is hereby amended as follows:

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

Not to exceed \$9,240 ~~\$8,440~~ without prior written authorization by the City.

Reimbursable Expenses \$9,240 ~~\$8,440~~

5. Section 7.1 TERM is hereby amended to read as follows:

Amendment to Section 7.1 of the Standard Project Agreement. Section 7.1 of the Standard Project Agreement is hereby modified as follows:

7.1.2 This Standard Project Agreement shall continue in full force and effect through May 31, 2023 ~~May 31, 2022~~ unless otherwise terminated pursuant to Section 8 or other applicable provisions of this Standard Project Agreement. No further extensions of this Standard Project Agreement shall be effective unless authorized by the City of Sunrise Commission.

6. Exhibit "A" Scope of Services – Exhibit "A" Scope of Services is hereby supplemented to include the services on Exhibit "A" which is attached hereto and incorporated herein.

7. Conflicting Terms. In the event the terms of this of this Tenth Amendment conflict with those of the Standard Project Agreement or any of its amendments, the Tenth Amendment shall govern.

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

9. 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 Amendment.

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

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City's Initials ESP

Consultant's Initial 

TENTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND 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 Mayor, attested to by its City Clerk, duly authorized to execute same and by Kimley-Horn and Associates, Inc. by and through its Senior Vice President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: [Signature]
Mayor Michael J. Ryan
14 day of April, 20 22

AUTHENTICATION:

[Signature]
Felicia Bravo, City Clerk
Meryl Girard, Deputy
(SEAL)



Approved as to form for the City:

By: [Signature]
Kimberly A. Kisslan
City Attorney

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City's Initials ETP

Consultant's Initial [Signature]

TENTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC.

CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.

By: 
Michael Schwartz, P.E.
TITLE: Senior Vice President

29 day of March, 2022

AUTHENTICATE:


Jonathan D. Haigh, PLA, ASLA

Assistant Secretary
Title



(CORPORATE SEAL)

WITNESSES:


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City's Initials STP

Consultant's Initial A

Consultant shall perform the following Additional Services:

AMENDMENT 8 – ADDITIONAL CONSTRUCTION PHASE SERVICES

Consultant and architectural subconsultant Walters, Zackria, and Associates (Subconsultant, "WZA") have been requested to provide additional services for the Welleby Park project by the City. The City has contracted with a contractor to complete construction at Welleby Park, with an anticipated schedule for the contractor to be completed by August 31, 2022.

The following additional construction phase services are proposed for Amendment 10:

CONSULTANT SERVICES – Kimley-Horn

Substantial Completion - 90 days of the following services

- Project Manager (PM) attendance at up to six on-site progress meetings @ 5 hours each
 - 30 hours
- Project Engineer (PE) attendance at up to six progress meetings @ 4 hours each
 - 24 hours
- PM or PE attendance at up to seven virtual progress meetings @ 2 hours each
 - 14 hours
- Prepare and distribute meeting summaries for six on-site meetings
 - 18 hours
- Review submittals, pay apps, RFIs, and issue clarifications. This task also provides for coordination time with City's (or Contractor's) splash pad engineer in resolving City and Health Department permit comments. Consultant will not prepare plan revisions for permit submittals under this task. Consultant will provide informal sketches or plan markups for clarifications.
 - 75 hours
- Administrative time for 90 days
 - 9 hours

Final Completion - 45 days of the following services

- PM and PE attendance at up to three on-site "Punch List" meetings
 - 36 hours
- PM and PE attendance at up to three virtual progress meetings @ 2 hours each
 - 12 hours
- Prepare and distribute meeting summaries for six meetings
 - 18 hours
- Consultant will prepare record drawings showing significant changes reported by the contractor or made to the design by Consultant. Record drawings are not guaranteed to be "as-built" but will be based on information made available. Per the contract documents, the contractor is required to provide project "as built" documentation for the Consultant's review

and use. Consultant will prepare a reconciled planting plan, using information provided by contractor and through site observations as a part of this task.

- 90 hours
- Administrative time for 2 months @ 4 hours / month (includes final invoice)
 - 6 hours

Consultant Scope of Services Assumptions

- City's selected contractor will prepare the "as built" drawings as a plan markup.
- Only record drawings will be produced under this scope of services, following the City's selected contractor achieving Substantial Completion.
- Plan revisions required by the City of Sunrise prior to Substantial Completion will require a project amendment.
- It is assumed that approved field-modified design changes made during construction will be updated and resolved with record drawings at project close-out, with record drawing revisions limited to the following Consultant drawings: Site Plan sheet C1.00, Paving Grading & Drainage sheets C4.01-C4.03, Water & Sewer sheets C5.01-C5.02, Electrical sheets E1.01-E1.10, and Landscape Plan sheets L1.01-L1.04.
- Preparation of record drawings for demolition plans (C2.01-C.202), erosion control plans (C3.01-C3.11), PGD details and typical cross sections (C4.04-C4.08), AutoTurn Plan (C4.09), Water & Sewer details (C5.03-C5.06), Signing & Marking plans (C6.01-C6.03), Tree Disposition Plans (L0.01-L0.05), Irrigation Plans (L2.01-L2.12), Hardscape Plans (L3.01-L3.28), and Accessible Route Exhibit (AR-EX) are excluded from this scope of services.
- Record drawings will be revised by the consultant up to two (2) times upon receipt of comments from the City of Sunrise. Record drawing revisions beyond two rounds of City comments will require a project amendment.
- Preparation of plans for a Site Plan modification for submittal to the City of Sunrise Community Development Department or permit revision drawings for submittal to City Building or Engineering Departments will require a project amendment.

SUBCONSULTANT SERVICES - Walters Zackria Architects

Substantial Completion - 90 days of the following services

- Project Architect (PA) attendance at up to three on-site progress meetings @ 5 hours each
 - 15 hours
- PA attendance at up to seven virtual progress meetings @ 2 hours each
 - 14 hours
- Review of submittals, pay apps, RFIs, and issue clarifications
 - 60 hours
- Administrative time for 90 days
 - 6 hours

Final Completion - 45 days of the following services

- PA attendance at up to three on-site "Punch List" meetings
 - 15 hours
- PA attendance at up to three virtual progress meetings @ 2 hours each
 - 6 hours

- Subconsultant will prepare record drawings showing significant changes reported by the contractor or made to the architectural design by subconsultant. Record drawings are not guaranteed to be “as-built” but will be based on information made available. Per the original contract documents, the original contractor is required to provide project “as built” documentation for the subconsultant’s review and use.
 - 25 hours
- Administrative time for 45 days (includes final invoice)
 - 4 hours
- MEP Subconsultant Services required in support of the PA for the above services
 - \$5,000

Subconsultant Scope of Services Assumptions

- City’s selected contractor will prepare the “as built” drawings as a plan markup.
- Only record drawings will be produced under this scope of services, following the City’s selected contractor achieving Substantial Completion.
- Plan revisions required by the City of Sunrise prior to Substantial Completion will require a project amendment.
- Record drawings will be revised by the subconsultant up to two (2) times upon receipt of comments from the City of Sunrise. Record drawing revisions beyond two rounds of City comments will require a project amendment.

SCHEDULE

Extend Consultant’s services to August 31, 2022, coinciding with the anticipated completion schedule.

Notice To Proceed (NTP) for contractor: Mid-April, assumed to be earliest start.

Substantial Completion: 90 days from NTP (mid-July at earliest)

Final Completion: 45 days from Substantial Completion (August 31, 2022)

ADDITIONAL COMPENSATION

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation (Lump Sum, exclusive of expenses, per the terms of the Agreement): **\$99,080 plus \$800 additional reimbursable expenses.**

Consultant Services (Kimley-Horn):	
Substantial Completion	\$35,450
Final	\$27,930
Subconsultant Services (WZA):	
Substantial Completion	\$22,630
Final	\$13,070
Reimbursable Expenses:	\$ 800 (Additional Reimbursable)

AMENDMENT NUMBER 10 TO THE AGREEMENT BETWEEN THE CITY OF SUNRISE AND KIMLEY-HORN AND ASSOCIATES, INC.

AMENDMENT NUMBER 10 DATED March 28, 2022 to the agreement between City of Sunrise, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated May 28, 2015 ("the Agreement") concerning **Professional Landscape Architectural Services for Welleby Park Expansion Project, Resolution No. 15-61-15-A** (the "Project").

The Consultant has entered into the Agreement with 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.

CLIENT:

CONSULTANT:



CITY OF SUNRISE

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

By: **David Walthall, PE** _____

Title: _____

Title: **Senior Vice President** _____

Date: _____

Date: **3/28/22** _____



Memorandum

To: Ania Krumenacker, Administrative Officer, Utilities Department

From: Bernita Sherrod, ^{BS}Administrative Assistant II, City Clerk's Office

Date: April 21, 2023

RE: **Eleventh Amendment to Standard Project Agreement and Kimley-Horn and Associates, Inc. for the Welleby Park Expansion Project Resolution No. 15-61-23-A (C23091)**

Please find attached please find one (1) fully executed originals of the agreement related to the Resolution mentioned above, a copy of which is attached.

Please let me know if you have any questions or require additional documents. I may be reached at ext. 3333.

CITY CLERK
CITY OF SUNRISE
2023 APR 20 PM 4:00

SUNRISE, FLORIDA

RESOLUTION NO. 15-61-23-A

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "ELEVENTH AMENDMENT TO STANDARD PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND KIMLEY-HORN AND ASSOCIATES, INC." FOR THE WELLEBY PARK EXPANSION PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 28, 2015 via Resolution No. 15-61-15-A, the City awarded a Standard Project Agreement to Kimley-Horn and Associates, Inc., as amended, to provide design and construction administration services for the Welleby Park Expansion Project; and

WHEREAS, the parties wish to amend the Project Agreement to extend the term of the Project Agreement until April 28, 2026.

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

Section 1. A "Eleventh Amendment to Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc." (Eleventh Amendment) for the Welleby Park Expansion 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.

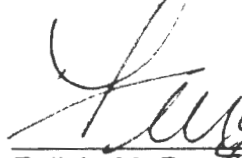
Section 3. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 11TH DAY of APRIL, 2023



Mayor Michael J. Ryan

Authentication:



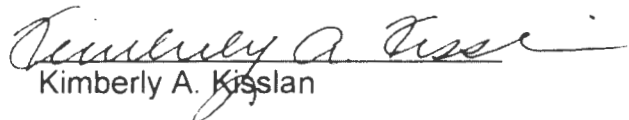
Felicia M. Bravo
City Clerk



MOTION: SCUOTTO
SECOND: KERCH

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
2023 APR 20 PM 4:00

**Eleventh Amendment To
Standard Project Agreement
between
THE CITY OF SUNRISE
And
KIMLEY-HORN AND ASSOCIATES, INC.**

This Eleventh Amendment (“Eleventh Amendment”) to the Standard Project Agreement between the City of Sunrise and Kimley-Horn and Associates, Inc. for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project dated May 26, 2015, is between the City of Sunrise, a municipal corporation (hereinafter referred to as “CITY”) and Kimley-Horn and Associates, Inc. (“CONSULTANT”).

WHEREAS, on April 28, 2015, the City and Kimley-Horn and Associates, Inc. entered into a Continuing Services Agreement for Professional Landscape Architectural Services; and

WHEREAS, a Standard Project Agreement (“Project Agreement”) for Design, Bidding, Permitting, and Construction Administration for the Welleby Park Expansion Project was entered into between the City of Sunrise and Kimley-Horn and Associates, Inc. on May 26, 2015; and

WHEREAS, the parties entered into a First Amendment on October 2, 2017 to revise the Scope of Services to reallocate task funding with no change to the Project Agreement fixed sum; and

WHEREAS, the parties entered into a Second Amendment on December 8, 2017 to revise the Scope of Services to provide additional Professional Surveying Services in the amount of \$12,000.00; and

WHEREAS, the parties entered into a Third Amendment on February 8, 2018 to revise the Scope of Services to provide the design of a Park Security System in the amount of \$12,000.00; and

WHEREAS, the parties entered into a Fourth Amendment on December 19, 2019 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$180,460.00; and

WHEREAS, the parties entered into a Fifth Amendment on May 21, 2020 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$39,620 plus \$500 for reimbursable expenses; and

WHEREAS, the parties entered into a Sixth Amendment on April 27, 2021 to extend the Term of the Project Agreement to May 31, 2022; and

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City's Initials EAP

Consultant's Initial KWH

177
2023 APR 20 PM 4:00

WHEREAS, the parties entered into a Seventh Amendment on August 4, 2021 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$24,420 plus \$500 for reimbursable expenses; and

WHEREAS, the parties entered into an Eighth Amendment on September 22, 2021 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$24,670 plus \$300 for reimbursable expenses; and

WHEREAS, the parties entered into a Ninth Amendment on February 16, 2022 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$9,900 plus \$90 for reimbursable expenses; and

WHEREAS, the parties entered into a Tenth Amendment on April 14, 2022 to revise the Scope of Services to provide for additional Construction Administration Services in the amount of \$99,080 plus \$800 for reimbursable expenses and the extend the term of the Project Agreement to May 31, 2023; and

WHEREAS, the parties wish to amend the Project Agreement to extend the term of the Project Agreement to April 28, 2026.

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 7.1 of the Project Agreement is hereby added as follows:

7.1 This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until April 28, 2026 ~~May 31, 2023~~, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Project Agreement. No further extensions of this Project Agreement shall be effective unless authorized by City Commission action.

3. Conflicting Terms. In the event the terms of this ~~E~~leventh Amendment conflict with those of the Project Agreement and its amendments, the terms of this Eleventh Amendment shall govern. All other terms of the Project Agreement shall remain and continue in full force and effect.
4. 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.

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City's Initials ERP

Consultant's Initial CWH

5. Effective Date. This Eleventh Amendment shall be effective when it has been fully executed by the parties.

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City's Initials ETP


Consultant's Initials CWH

ELEVENTH AMENDMENT TO PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC.

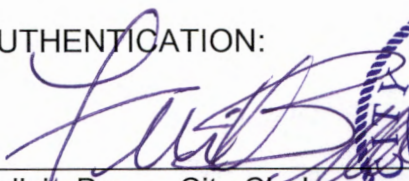
IN WITNESS WHEREOF, the parties hereto have made and executed this Eleventh Amendment on the respective dates under each signature: the CITY, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by KIMLEY-HORN AND ASSOCIATES, INC. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: 
Mayor Michael J. Ryan
20 day of April, 20 23

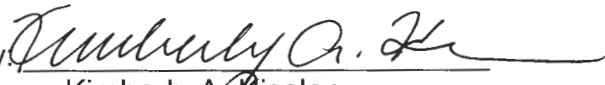
AUTHENTICATION:


Felicia Bravo, City Clerk



(SEAL)

Approved as to form for the CITY:

By: 
Kimberly A. Kisslan
City Attorney

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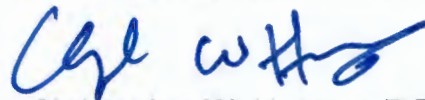
City's Initials ESP

Consultant's Initial CWH

ELEVENTH AMENDMENT TO THE STANDARD PROJECT AGREEMENT BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC.

CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.

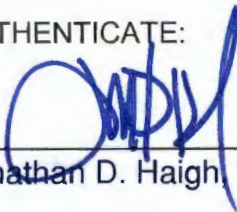


By: Christopher W. Heggen, P.E.

TITLE: Vice President

29th day of March, 2023

AUTHENTICATE:



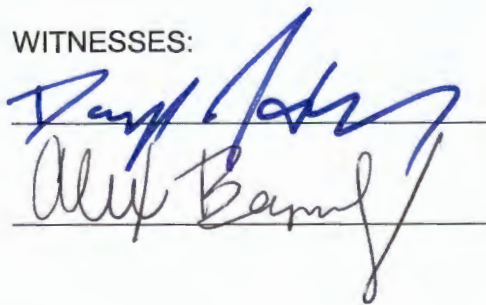
Jonathan D. Haigh, PLA, ASLA

Assistant Secretary

Title



WITNESSES:



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City's Initials ETP

Consultant's Initial CWH