

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

MILLER LEGG & ASSOCIATES, INC DBA MILLER LEGG

For

Project Agreement No. PA-26-014-ML

LIBRARY SQUARE HARDSCAPE IMPROVEMENTS

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise (“City”) and Miller Legg & Associates, Inc. dba Miller Legg (“Consultant”) for Professional Landscape Architect Services (hereinafter referred to as “Continuing Services Agreement”) dated December 6, 2023 this Project Agreement (hereinafter referred to as “Agreement”) authorizes the Consultant to provide the services as set forth below:

SECTION 1 INCORPORATION OF CONTINUING SERVICES AGREEMENT

- 1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated, December 6, 2023 not specifically modified by this Agreement shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT’S BASIC DUTIES TO CITY

- 2.1 By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the Consultant for the Project (hereinafter referred to as “the Project”) and is licensed to practice landscape architecture by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the City that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant’s duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in EXHIBIT 1, Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants and of all others employed or retained by the Consultant in connection with the Project.
- 2.2 Execution of this Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.
- 2.3 THIRTY PERCENT DESIGN DOCUMENTS SERVICES

Authorized City Representative's Initials:_____

Authorized Consultant Representative's Initials:_____

- 2.3.1 The Consultant shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the City to understand the requirements of the Project and shall review its understanding of such requirements with the City.
- 2.3.2 The Consultant shall furnish to the City a preliminary written evaluation of such information in light of any Project budget requirements.
- 2.3.3 The Consultant shall review and discuss with the City any alternative approaches to design and construction of the Project.
- 2.3.4 The Consultant shall prepare and submit to the City for its review 30% design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components. The Consultant shall be responsible for furnishing a legal description and any necessary survey(s) of the site, including, as may be reasonably required, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings and other improvements; and information concerning available service and utility lines above and below grade, including inverts and depths.
- 2.3.5 The Consultant shall submit to the City an estimate of probable construction costs for the Project.
- 2.3.6 If requested by the City, during construction, the Consultant shall maintain for the City a record of deviations on the basis of information compiled and furnished, in part, by others, from the work as shown in the drawings and specifications and as actually installed. Before final payment by the City, the Consultant shall revise any drawings and specifications affected by such deviation so that all such documents shall show the work actually installed. A digital drawing or approved equal of the final certified record drawings shall be submitted to the City.
- 2.4 SIXTY PERCENT DESIGN DOCUMENT – NOT USED
- 2.5 NINETY PERCENT DESIGN DOCUMENTS
 - 2.5.1 Based on the 30% design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare and submit to the City for its review, 30% design documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems; landscape architectural and irrigation design; materials and such other elements as may be appropriate.
 - 2.5.2 The Consultant shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.
 - 2.5.3 The Consultant shall assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project.
- 2.6 ONE HUNDRED PERCENT DOCUMENTS
 - 2.6.1 Based on the 90% design documents and any adjustments to that design, the proposed

Authorized City Representative's Initials:_____

Authorized Consultant Representative's Initials:_____

schedule, or Project budget authorized by the City, the Consultant shall prepare 100% design documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the City.

- 2.6.2 The Consultant shall continue to assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project.
- 2.6.3 The Consultant shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.
- 2.6.4 The Consultant shall be responsible for the preparation of bid packages to be made available for distribution to all prospective bidders via the City's electronic procurement system. Such packages shall include electronic copies of all relevant plans, specifications, and other documents upon which the bidding is to be based. All electronic documents shall be provided in an Americans with Disabilities Act (ADA) compliant format (except for plans, only the descriptive list will be provided in this format). The City reserves the right to elect paper copies if deemed necessary and, if elected, the Consultant shall make copies of complete bid packages available at its office nearest to the Project site during normal business hours for all prospective bidders. The Consultant shall be reimbursed by the City for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of Section 6.2 of this Agreement.
- 2.6.5 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the Consultant shall prepare for the City's approval written addenda as appropriate to interpret, clarify or expand the bidding documents. The Consultant shall make such documents available to all prospective bidders in a manner acceptable to the City, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 2.6.3. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.6.3.
- 2.6.6 The Consultant shall coordinate with the City during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall attend the pre-bid meeting, which will be held at a location as specified by the City.
- 2.6.7 The Consultant shall be available as necessary to assist the City in the evaluation of all bids received for determination of compliance with the bidding requirements. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant shall assist the City as necessary in making such determination.
- 2.6.8 The Consultant will investigate, study, and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same.

2.7 ADMINISTRATION OF CONSTRUCTION – NOT USED

2.8 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.7, nor in EXHIBIT 1, Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

- 2.8.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.
- 2.8.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.
- 2.8.3 Preparing drawings and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.
- 2.8.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.
- 2.8.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the work of the Contractor.

2.9 SERVICE SCHEDULE

- 2.9.1 The Consultant shall perform its services expeditiously. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities have jurisdiction over the Project. The City shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. If, in the event the Project is suspended for more than thirty (30) days, the Consultant shall also suspend Services upon request of City. Any time spent on the Project at the request of the City or on the City's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to the Continuing Services Agreement as EXHIBIT B Hourly Rates. The schedule, when approved by the City, shall not, except for cause, be exceeded by the Consultant. In the event the City rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the City and to which the City makes no objection shall be a condition precedent for any payment to the Consultant.
- 2.9.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and

shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT 2. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall first occur, shall constitute the Contract Time.

2.9.3 Liquidated Damages: The parties recognize and agree that certain events may cause the City to suffer losses that are by their nature uncertain, difficult to prove, and not ascertainable at the time this Agreement is entered into. The parties agree that certain breaches will cause Consultant to pay City liquidated damages without any proof of the actual damage resulting from the breach. In no event shall these liquidated damages be construed or deemed to constitute penalties. Unless otherwise excused by the City in writing, in the event that the Consultant fails to meet the Contract Time for completion of a particular phase of services as determined by the Project Schedule, the Consultant shall pay to the City the sum of dollars identified below per day for each and every calendar day of unexcused delay beyond the phase completion date, plus approved time extension, until completion of the phase:

Task 6 CDD Submittal/Assistance \$100/day

2.9.4 No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

2.10 PERSONNEL

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

<u>NAME</u>	<u>FUNCTION</u>
Brian Shore, RLA	Contract / Project Manager
C. Miguel Juncal, RLA	Project Design Lead / Landscape Architect
Michael Bradley, RLA	Landscape Architect
Liudmila Fuentes	Landscape Designer / Planner

Andrew Pereda	Landscape Designer
Michael Kroll, RLA FASLA	Principal
Martin Grinbank	Project Design Lead / Civil
Joaquin A. Mojica P.E	Project Manager
Tomas Perez	Engineer
Michael Dunshee	Engineer
William Mohler	Senior Arborist
Matt Dancho	Arborist
Marty Rossi	Senior Surveyor
Sandro Elvir	Associate Project Manager
Larisa Podolskaya	Senior CAD Technician

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names. Furthermore, the City reserves the right to reject any proposed substitution for any of the above-named individuals, and the City shall have the further right to require that any individual assigned to the Project by the Consultant be removed from the Project and reassigned for good cause.

SECTION 3 CITY'S BASIC DUTIES TO CONSULTANT

- 3.1 The City shall provide the Consultant with adequate information regarding the City's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents Phase of design, upon which the Consultant shall be entitled to rely.
- 3.2 The City shall review any documents submitted by the Consultant requiring the City's decision, and shall render any required decision pertaining thereto in a timely fashion.
- 3.3 The City shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.
- 3.4 If the City becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the City to the Consultant.
- 3.5 The City shall perform those duties set forth in Sections 3.1 through 3.4 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the work.
- 3.6 The City's review of any documents prepared by the Consultant or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the City's construction program and intent. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

SECTION 4 CONSTRUCTION COSTS

- 4.1 If the cost of construction exceeds the cost agreed upon by the City by more than 5% of the lowest bona fide bid or negotiated proposal, the City may (1) give written

approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the City. Absent negligence on the part of the Consultant in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Consultant's responsibility arising from the establishment of such construction costs, and having done so, the Consultant shall be entitled to compensation for all other services performed, in accordance with this Agreement.

SECTION 5 BASIS OF COMPENSATION

5.1 The City shall compensate the Consultant for an amount not to exceed \$80,115.00 exclusive of authorized Reimbursable Expenses (\$81,115.00 inclusive of Reimbursable expenses, if authorized) based on services rendered pursuant to Sections 2.3 through 2.7 and EXHIBIT 1, Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the tasks set forth in Section 5.2.

5.2 Billings for each task shall not exceed the amount allocated to each task. Payment to the Consultant of the sum set forth in Section 5.1 shall be allocated based on the estimated percentage of work completed for each of the following phases:

Task No.	Task Description	Pricing	Percent
Task 1	Topographic Survey	\$8,685.00	10%
Task 2	Underground Utility Designation and Mapping	\$4,935.00	6%
Task 3	Arborist Tree Inventory & Evaluation	\$2,055.00	3%
Task 4	Conceptual / Schematic Design (30%)	\$17,060.00	21%
Task 5	Construction Documents (90%)	\$19,830.00	25%
Task 6	Community Development Department Submittal / Assistance	\$9,100.00	11%
Task 7	Permitting Services	\$3,130.00	4%
Task 8	Final Plans (100%)	\$10,875.00	14%
Task 9	Bidding Services	\$4,445.00	6%

5.3 Additional services of the Consultant as described in Section 2.8, if any, shall be compensated as follows:

See EXHIBIT B Hourly Rates of the Continuing Services Agreement

5.4 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the Consultant by the City as provided in Section 6.

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

SECTION 6 BILLING AND PAYMENTS TO CONSULTANT

6.1 Billing by the Consultant shall be in accordance with EXHIBIT E of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT E of the Continuing Services Agreement and EXHIBIT 2 of this Agreement.

6.2 REIMBURSABLE EXPENSES

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

Not to exceed \$1,000.00 without prior written authorization by the City.

6.2.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement in accordance with Section 2-2 of the Code of Ordinance of the City of Sunrise, Florida; fees paid for securing approval of authorities having jurisdiction over the Project; actual cost of reproduction, postage and handling of drawings, specifications and other documents; renderings, models and mock-ups requested by the City; additional insurance coverage or limits, including professional liability insurance, requested by the City in excess of that required in the Request For Qualifications. The Consultant shall only be reimbursed for the direct cost of the item without additional mark-up. Costs for meals, snacks, and beverages are not considered a reimbursable expense.

SECTION 7 TERM

7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for **a period of two (2) years**, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. The City's City Manager, in his sole discretion, may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed one-hundred eighty (180) days. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

SECTION 8 TERMINATION

8.1 TERMINATION FOR CAUSE

8.1.1 This Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination,

together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT E of the Continuing Services Agreement.

8.2.2 Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

8.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

8.2.2.2 Consequential damages;

8.2.2.3 Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Agreement;

8.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant; and

8.2.2.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets.

8.2.2.6 Damage or loss caused by delay.

8.3 Assignment Upon Termination. Upon termination of this Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the City. All work product provided under this Section shall be used solely for its intended purpose.

SECTION 9 SEVERABILITY

9.1 If any term or provision of this Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same, and by Miller Legg & Associates, Inc dba Miller Legg signing by and through its President duly authorized to execute same.

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan
____ Day of _____, 2026

AUTHENTICATION:

Felicia M. Bravo, City Clerk
(SEAL)

Approved as to form for the City:

By: _____
Thomas P. Moss
City Attorney

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

CONSULTANT

MILLER LEGG & ASSOCIATES, INC DBA
MILLER LEGG

By: _____
Michael D. Kroll, RLA FASLA
President

____ Day of _____, 2026

AUTHENTICATE:

Signature

Name/Title

(CORPORATE SEAL)

WITNESSES:

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

EXHIBIT 1

SCOPE OF SERVICES

1.0 **PROJECT DESCRIPTION**

- 1.1 The Project is generally described as follows: Consultant shall provide Survey, Utility Location, Arborist Tree Assessment, Civil, Landscape Architecture, Hardscape, and Site Lighting for the proposed improvements to Sunrise Library Square Plaza, located at 2260 NW 68th Ave, Sunrise, FL 33313. Refer to Figure 1.

2.0 **BASIS OF SCOPE**

The City of Sunrise seeks to enhance the north frontage of the Library Square commercial facility, located adjacent to City Park and the Village Multipurpose Building along Sunset Strip. Although the City has recently completed major improvements to the site, including a new roof installation, exterior painting, and stucco repairs, and construction of the Village Arts Plaza to the south, additional site upgrades are needed to address existing hardscape, drainage, and landscaping deficiencies.

This project includes the removal and replacement of deteriorated hardscape elements, installation of a new irrigation system, and implementation of updated landscape design to improve aesthetics, functionality, and stormwater performance. The scope further includes the addition of new site furniture such as benches, trash receptacles, and associated lighting enhancements to improve safety, comfort, and usability of the public space.

The completed improvements will create a more cohesive, accessible, and visually appealing environment that complements recent investments and supports community use of the Library Square facility and surrounding amenities.

2.1 **General:**

- The Client and Owner for this proposal is the City of Sunrise (City), and the Consultant is Miller Legg (Consultant).
- The purpose of this scope is to improve the existing Plaza to include the following:
 - Survey the Frontage of the plaza
 - Utility Location Services
 - Arborist Tree Assessment services
 - Site Civil
 - Hardscape
 - Landscape
 - Irrigation

- Site Lighting
- The Project Documents shall be presented within the general format outlined below as individual PDF components for individual signature by the responsible professional:
 - Conceptual Plan and Sections
 - Project Cover Sheet
 - Project Index
 - Survey
 - Site Plan
 - Site Plan Sections & Details
 - Amenities Plan & Details
 - Horizontal Control Plan
 - General Notes & Specifications
 - Site BMP Plan
 - Demolition Plan
 - Paving & Grading Plan
 - Paving & Grading Specifications & Details
 - Tree Disposition Plan
 - Planting Plan
 - Planting Specifications & Details
 - Irrigation Plan
 - Irrigation Plan Specifications & Details
 - Site Lighting Layout Plans
 - Site Lighting Specifications & Details
- City shall be responsible for coordination of the submission of the Site Plan and Community Development Department (CDD) approvals. Consultant shall provide support in the form of landscape architecture, engineering, and architecture drawings, exhibits, and calculations during this process. No other deliverables by the Consultant are included as part of the Site Plan or CDD approval process under this scope.
- Meeting attendance activities are outlined within Tasks Scope of Basic Services. No public engagement is included. If requested, additional meeting shall be provided through a Project Amendment.
- This scope includes current Florida Building Code provisions of the 8th edition, 2023 FBC. Adoption of any Florida Building Code editions beyond the 8th edition is not included in this scope but may be provided as an additional service.
- The Client design documents provided to Consultant shall meet the requirements of the 2023 Florida Accessibility Code, 8th edition, and Americans with Disabilities Act (ADA) as it relates to all issues associated with pedestrian connectivity and building access.

Authorized City Representative's Initials:_____

Authorized Consultant Representative's Initials:_____

- Consultant will attempt to supply all required deliverables in an expeditious manner. However, Consultant has no control of City procured deliverables or Authority Having Jurisdiction (AHJ) review timelines, which may ultimately affect the Client's projected schedule. Failure to complete the Project for reasons beyond the control of Consultant will not void this agreement. Work performed will be invoiced as a percentage of the fee for said task.
- Application fees for governmental agency permitting are not included in this scope. Consultant shall prepare and update site related permitting dates and estimated permit fees during the design process.
- Consultant shall provide guidance budgeting through an Opinion of Probable Cost. Comprehensive cost-estimating services performed by an independent elevated professional cost estimator, recognized for specialized expertise. If requested, elevated and / or specialized estimating shall be provided through a Project Amendment.
- Community Development Department / Engineering and Building submittal and assistance are included within this scope. Vacating existing rights-of-ways, easements, or platting services, public outreach, site plan amendments, Developmental Review Committee (DRC) submittals, rezoning, special permit, or land use plan amendment (LUPA) processes are not included in this scope of services. If required, these can be provided as authorized by the city via addendum.

2.1 Survey:

- ALTA/NSPS Land Title Survey/ Title Exception Review, Boundary Survey is *not* required.
- Horizontal Datum will be referenced to the State Plane Coordinate System. Florida East Zone, North American Datum of 1983, Adjustment of 2011 (NAD 83/2011), will be identified on the Survey.
- Vertical Datum will be referenced to the North American Vertical Datum of 1988 (N.A.V.D. '88) and will be identified on the Survey.
- A top of the area depicted in Figure 1 shall be performed at 25' intervals or grid.
- Parking spaces will be shown and identified.
- Survey entrance to each building unit on site.
- Location of underground utilities is based on Consultant's designations. Consultant cannot guarantee that all utilities will be located.
- If Title of Opinion is not performed or provided, City assumes liability for missing recorded information.

- The trees located will be native 3-inch Diameter at Breast Height (DBH) and larger and shall be depicted as tree or palm and as DBH from approximate center of the tree or palm.

2.2 Utility Location Services:

- Utility designation is being provided in an attempt to prevent the likelihood of damage during excavation and/or provide design information. See Figure 1 for Utility Location Limits.
- Results are dependent upon field conditions at the time of locating services.
- American Public Works Association (APWA) standards are used for marking.
- Consultant shall provide marking services; CAD drawing will be provided.
- Consultant is not responsible for moved, altered, obliterated, or maintaining marks. Consultant will impose an additional fee to relocate/re-mark facilities.
- Consultant is not responsible for errors and omissions of recorded utility information.
- Information provided by Consultant is for informational purposes and is intended to be used prior to excavation. Prior to Project construction, the excavating contractor is responsible for securing locations of public utilities through Sunshine State One Call of Florida (800-432-4770).
- The performance of Consultant's services is limited to full and unobstructed access, including, but not limited to: mechanical rooms, manholes, hand holes, vaults, meter rooms, telecom rooms, fixtures (plumbing, electrical, communication), dispensers, fenced compounds, tanks, and structures. Full cooperation from the on-site personnel is necessary to perform a complete survey.
- All fees within this proposal are based on performing each task one (1) time only. Additions or modifications to the scope, re-staking, as well as resulting CAD and Project management time, will be invoiced per the attached hourly Rate Schedule, unless said additions and modifications are requested as authorized by the City via project amendment.

2.3 Environmental:

- The trees located will be native 3-inch DBH and larger and shall be depicted as tree or palm and as DBH from approximate center of the tree or palm. Species shall be identified. Invasive/exotic trees will NOT be located and will NOT be depicted. Tree species-specific arborist identification and assessment are included.
- There are existing trees on site; tree removal may be required; the permitting agency is City of Sunrise.

- The site is not subject to any requirements stemming from a Phase 1 or Phase 2 environmental site assessments (ESA). All previous environmental reports and regulatory enforcement documents, if available, shall be required prior to the start of an Agreement.
- Services such as environmental and protected species studies/monitoring services are not included in this scope but can be provided as a project amendment at Client request.

2.4 Civil Engineering:

- Scope assumes existing utilities provide sufficient size, depth, pressure, and capacity available and accessible to the site and will serve as the source for accommodating this Project. Confirmation of capacity and connections shall be designed and coordinated. Design of sanitary lift station(s) and potable water well(s) are not anticipated and are not included in this scope.
- Engineering approvals will be required from all Authorities Having Jurisdiction (AHJs), including the City of Sunrise, Broward County (BC), Florida Department of Environmental Protection (FDEP), Broward County Resilient Environment Department (BCRED), and South Florida Water Management District (SFWMD). Issues or development code changes which differ from those in place at the time of execution of this agreement and which trigger changes or revisions to the scope at any stage of the Project, may be issued by Consultant as a project amendment. This includes but is not limited to stormwater design criteria or associated flood elevation changes.
- Legal positive outfall exists to serve the site and will be used as a means of conveying stormwater runoff.
- Consultant shall prepare stormwater management calculations. These may include preparation of drainage analysis and associated pipe/structure sizing as required for the proposed on-site improvements. Confined to within the project boundary and/or project limit. Should calculations or improvements extend beyond the Project area due to Regulatory Agency review requirements, they will be provided as authorized by the city via addendum.
- FEMA floodplain analysis, study, or map amendment is not included in this scope. If required, Consultant can assist with these tasks as an additional service.
- Off-site utility improvements or extensions beyond 50 feet from property limits are not included under this scope.
- On-site engineering improvements for proposed utility connections will be designed to terminate 5 feet outside the proposed building envelope. Mechanical Engineering and Plumbing MEP subconsultant will be responsible for the design.

- Traffic, parking, or signalization studies (or updates to previously issued studies) are not included in this scope. If requested, additional studies shall be provided through a Project Amendment.
- Additional parking counts for added amenities and total parking count will be provided on the site plan.
- All required Maintenance of Traffic (MOT) designs/operations shall be provided by Contractor and approved by Owner. MOT plans are not included in the scope.
- Consultant shall prepare Stormwater Pollution Prevention Plan as required for Engineering Permitting. Plan shall outline preliminary locations of silt fences, catch basin protection, erosion and sediment control devices. Any required National Pollutant Discharge Elimination System (NPDES) permits from Florida Department of Environmental Protection (FDEP) will be obtained by the Contractor.
- Periodic inspection and reporting of the approved Stormwater Pollution Prevention (SWPP) plan per NPDES requirements is not included in the scope. If required, Consultant could assist with these tasks as an additional service.
- Civil Engineering services do not include electrical services, service lines, duct bank, or transformer design. Electrical services for irrigation and site work and site lighting shall be provided by MEP subconsultant.

2.5 Landscape Architecture / Planning / Arborist:

- Planting plans include meeting City of Sunrise minimum standards.
- Site amenities and exterior furnishings are included in this scope.
- Irrigation for the site is included in the scope of work. Point of connection will be to a municipal source.
- There are existing trees on site; tree removal may be required; the permitting agency is City of Sunrise.
- Hardscape and lighting plans designs are included.

2.6 Site Lighting:

- Prepare comprehensive construction drawings and specifications, incorporating any required adjustments from government agencies for permit approval.
- Coordinate with City-provided equipment and services within the design.
- Coordination and integration of electrical projects with Hardscape, Landscape, Civil, and Utilities.

- Electrical includes site electrical, including electrical associated with pedestrian-sized poles along the frontage of the plaza. Routing and implementation of support utilities and/or conduits are included.
- Electrical service source is assumed to be from an existing circuit located within the existing building; if the source is independent or another source, this will be an additional service.

2.7 Information to be provided by Client:

- Authorization from City shall be provided as necessary to enter the Property and conduct this investigation.
- Existing as-built plans, for analysis of existing structure review.
- Permit fees, assessments, impact fees, or other application fees associated with implementation of project scope.
- Previous reports and assessments, environmental site assessments (ESA), if available.
- Copies of all relevant data, including correspondence, reports, plans, or information in its possession, which may be beneficial to the work effort performed by the others required for Consultant's services.

3.0 SCOPE OF BASIC SERVICES AND FEE

The scope of services to be provided by consultant shall be as follows:

SURVEY TASKS

Task 1 **Topographic Survey** - Consultant shall prepare a topographic survey of the Project limits as shown in Figure 1. The survey shall show aboveground improvements, rights-of-way, and easements of record as shown on applicable recorded plats adjoining or across the property. If easements or rights-of-way of record, other than those shown on recorded plats, are required, this information must be furnished to Consultant. The survey shall show 3 cross-sections of the north façade of the building depicting building line, ceilings and columns, finished floor elevations at each door shall be measured. Topographic elevations on a 25-foot grid for hardscape areas and 25-foot for non-hardscape. Survey shall show sufficient elevation data at sidewalk ramps to allow the designer to determine ADA requirements. Trees located will be native 3-inch DBH and larger and shall be depicted as tree or palm and as DBH from approximate center of the tree or palm. Species shall be identified. Tree species-specific arborist identification and assessment are included in Task 3 Arborist Tree Inventory & Evaluation.

SUBSURFACE UTILITY ENGINEERING (Utility Location) TASKS

Task 2

Underground Utility Designation and Mapping – Consultant shall provide utility designation and mapping services at the above-referenced Project; see Figure 1 for Utility Location Limits. APWA standards are used for marking. Designated utilities shall be measured and mapped on the topographic survey. A subsurface ground penetrating radar (GPR) unit will be used in addition to electromagnetic induction (EM) to perform/verify horizontal locations of any detectable utility. A GPR unit can assist in identifying non-metallic utilities and other structures that are unidentifiable using traditional electromagnetic techniques. Factors such as soil moisture, clay content, and variations in the dielectric constants of materials control the effectiveness of the GPR method. Additionally, passive Very Low Frequency (VLF) signals can be detected on other metallic utilities that are typically long in length and are well grounded electrically.

Designating underground utilities is not an exact science. Therefore, Consultant expresses no guarantees that using one or any of the available technologies for identifying utilities/structures will identify all utilities/structures and/or meet the objective of each individual Project. City understands that limitations within the available technology, the complexity of site conditions, and circumstances beyond the control of Consultant may limit the performance/results of Consultant's services.

The services provided by Consultant shall be performed in accordance with generally accepted professional practices as related to the nature of services performed. Consultant cannot guarantee that all utilities within any given survey area will be identified due to inherent limitations within technology and existing site conditions. Utility location is being provided in an attempt to prevent or reduce the likelihood of damage during excavation and/or provide design information.

Task 3

Arborist Tree Inventory & Evaluation - Consultant shall prepare a tree inventory and evaluation by an International Society of Arboriculture (ISA) Certified Arborist showing locations of trees pursuant to City of Sunrise code. Inventory shall show hardwood and palm trees only. Trees located will be 3-inch DBH and larger, within the subject property boundary. The tree inventory and evaluation shall reflect the following data to meet the requests of the City of Sunrise: tree species; common and scientific names; DBH for dicot trees; clear trunk, grey wood, or overall heights for palms; canopy spread, and general health/ condition/ hazard determination as evaluated by an ISA Certified Arborist. The location of trees will be recorded using a differential global positioning satellite (dGPS) and displayed on a map with an aerial background. This task does not include tree disposition or permitting.

Task 4

Conceptual / Schematic Design (30%) – Consultant shall provide initial blackline site plan layouts and 30% Opinion of Probable Cost (OPC), and Feasibility Study. Submittal documents to be submitted in presentation exhibits.

- A. **Conceptual / Schematic Site Plan**- Consultant shall prepare a one (1) blackline conceptual site layout plan, including up to two (2) site cross sections (1) Revision per conceptual site layout.
- B. **Conceptual / Schematic Landscape Architecture** – Consultant shall provide conceptual planting and site amenities. Irrigation shall be schematic, identifying water source and area.

- C. **Conceptual / Schematic Civil Engineering** – Consultant shall analyze existing site features for demolition, paving, drainage, and water and sewer accommodations.
- D. **Conceptual / Schematic Site Lighting** – Subconsultant shall provide preliminary layout and Schematic Design recommendations for electrical and other infrastructure.
- E. **Conceptual Design Opinion of Probable Cost** - Consultant shall prepare a 30% Conceptual Design, Opinion of Probable Cost (OPC) for the final preferred. The opinion shall address conceptual plan, tree impacts/tree mitigation, hardscape, site amenities, earthwork, paving, drainage, and site lighting improvements.

Task 5

Construction Documents (90%) - Based upon the 30% submission, Consultant shall prepare construction documents, address comments, prepare, and submit permit documents and 90% OPC.

Consultant shall prepare Construction Documents to a level of completeness required for permitting agency submittals.

- A. **Construction Documents Site Plan**- Consultant shall update Conceptual / Schematic site plan including updated color rendering.
- B. **Construction Documents Tree Disposition Plan** - Consultant shall provide preliminary data required tree disposition and tree removal,

Consultant shall review tree survey and prepare data on the existing site conditions to prepare tree removal documents for the Project. The documents will designate existing trees to be preserved or removed, as well as new trees necessary for replacement credits, if required. The documents shall include plans, details, tree credit and replacement charts, and notes for the proposed tree preservation, removal, and relocation activities meeting the minimum requirements of the City. The documents will be submitted to the City for review.

- C. **Construction Documents Landscape Architecture** – Consultant shall prepare 90% construction plans for Tree Removal / Mitigation, Site amenities, irrigation, and associated details.

Consultant shall develop design of site amenities and associated details. Structural footers shall be coordinated with structural subconsultant.

Consultant shall prepare planting construction documents for tree mitigation, meeting the minimum requirements for the City. The documents shall include plans, details, quantities, notes, and size specifications for the installation of the proposed landscaping and will be submitted to the City as part of the site plan package.

The construction documents will include location, quantity, and size of proposed irrigation materials for installation.

- D. **Construction Documents Civil Engineering** – Based upon the City-provided programming approach, Consultant shall prepare final engineering plans, supporting documents, and calculations for site civil and utility infrastructure improvements, including site demolition/clearing, pedestrian access/circulation, paving, drainage, and final grading.

Consultant shall research and compare available utility maps, as-builts, and existing site conditions for potential limitations and conflicts of the proposed systems and other constraints that may impact design and permitting. Consultant may also reference on the civil drawings background the alignment of non-civil utilities such as chilled water, gas, IT/communication, and electrical utilities on the Construction Documents.

Consultant may also reference on the civil drawings background the alignment of non-civil utilities, such as chilled water, gas, IT/communication, and electrical utilities, on the Construction Documents.

90% CDs Construction Documents shall be used for initial permit submittals to AHJs. Final 100% CDs will be produced and issued based on revisions made as a result of the permitting process through AHJs.

Under this task Consultant shall also prepare final stormwater management calculations. This includes preliminary drainage analysis limited to the Project area (reference Figure 1).

- E. **Construction Documents Site Lighting** – Subconsultant shall prepare 90% Construction Documents, and details for electrical and other infrastructure. Manufacturer cut sheets to be assembled for Client review.
- F. **Construction Documents Opinion of Probable Cost** - Consultant shall prepare a construction OPC for the Project. The opinion shall address tree impacts/tree mitigation, site amenities, earthwork, paving, drainage, and electrical improvements.

Task 6

Community Development Department Submittal / Assistance Based upon the 90% submission, Consultant shall prepare Pre-Engineering plans for engineering and landscape review, including an updated color-rendered site plan, and assistance.

- A. **Pre-Engineering Documents** Consultant shall submit final Design Development Documents to Client for Pre-Engineering review. After the initial review, Consultant will assist City responses to submission and address compiled comments in an expeditious manner.
- B. **Pre-Engineering Meeting Attendance** Consultant shall attend up to two (2) in-person meetings or conference calls with City.

Task 7

Permitting Services

- A. **Government Agency Permitting** – Consultant shall assist City in preparing and submitting site engineering permit applications, plans, and support data to AHJs outlined within Basis of Scope.

After the initial permit application submittal, Consultant will respond to and address compiled regulatory agency review comments in an expeditious manner. However, Consultant is not responsible for regulatory agency internal review timelines.

Additional permitting and coordination services because of City revisions or agency review comments, which may extend/expand the scope of the Project beyond the stipulations outlined under Basis of Scope, shall be performed as an additional service.

Task 8

Final Plans (100%) - Based on the City and AHJ approved 90% Construction Documents, Consultant shall prepare Final Plans to a level of completeness required for Contractor bidding. Final Plans shall be accompanied by a Final OPC.

- A. **Final Tree Disposition Plans**– Subconsultant shall prepare Final Construction Documents, plan specifications, and details.
- B. **Final Plans Landscape Architecture** – Subconsultant shall prepare Final Construction Documents, plan specifications, and details.
- C. **Final Plans Civil Engineering** – Subconsultant shall prepare Final Construction Documents, plan specifications, and details.
- D. **Final Plans Electrical** – Subconsultant shall prepare Final Construction Documents, plan, specifications, and details.
- E. **Final Plans Opinion of Probable Cost** – Consultant shall prepare a construction OPC for the Project. The opinion shall address tree impacts/tree mitigation, site amenities, earthwork, paving, drainage, and electrical improvements. The OPC is not a construction estimate.

Task 9

Bidding Services – Consultant shall assist Client with preparing bid documents, coordinate with Client and attend up to one (1) preliminary meeting to assist City with bid documents; and respond to Requests for Information (RFIs), Bidding Contractor’s RFIs. Consultant shall attend additional meetings at the direction of City upon additional service approval.

Task 10

Reimbursables Expenses – This fee includes reasonable expenses per Section 6.2 of Continuing Service Agreement. This limit may be increased in the event that the City authorizes via an addendum. Refer to the fee sheet for limit.

Figure 1
PROJECT LOCATION



Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

EXHIBIT 2

PROJECT SCHEDULE

Task	Task Description	Task Completion Duration In Days	Task Completion In Days Following Notice to Proceed
Task 1-3	Site Evaluation/Utility Location/ Tree Inventory	30	30
Task 4	Conceptual/Schematic Design (30%)	30	60
Task 4	30% Internal Review	30	90
Task 5	Construction Documents (90%)	28	118
Task 5	90% Internal Review	30	148
Task 6	Community Development Department Submittal/Assistance ¹	28	176
Task 7	Permitting Services	90	266
Task 8	Final Plans (100%)	28	294
Task 9	Bidding Services	90	384

¹Denotes project milestone item per Section 2.9.3 of this project agreement

This project assumes:

Thirty days for utilities internal review of submittals

Ninety days for Community Development Department Engineering Review

Ninety days for Purchase Office to review documents and bid projects

Submission of permit application and supporting documents at the 90% design level

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____