

CITY CLERK
CITY OF SUNRISE

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STANDARD PROJECT AGREEMENT

No. 18-011-KS

Between

THE CITY OF SUNRISE

And

KEITH AND SCHNARS, P.A.

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("CITY") and Keith and Schnars, P.A. ("CONSULTANT") for Professional Engineering Services for the West Sunrise Transit Oriented Design (TOD) Infrastructure Project (hereinafter referred to as "Continuing Services Agreement") dated May 9, 2017, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below which are identified as Item 1 in Exhibit A "Project List" of the Continuing Services Agreement:

**WEST SUNRISE TRANSIT ORIENTED DESIGN MASTERPLAN FOR
THE SAWGRASS MILLS MALL AREA**

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

SECTION 1 – INCORPORATION OF CONTINUING SERVICES AGREEMENT

- 1.1 All terms and conditions of the "Continuing Services Agreement" between the CITY and the CONSULTANT dated May 9, 2017, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY

- 2.1 By executing this Project Agreement, the CONSULTANT represents to the CITY that the CONSULTANT is professionally qualified to act as the consultant for the project (hereinafter referred to as "the Project") and is licensed to practice engineering 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 subcontractors required for the successful completion of the services as outlined in Exhibit A, Scope of Services. The CONSULTANT assumes full responsibility to the CITY for negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT in the performance of the Project Agreement.

Authorized City Representative's Initials: 

Authorized Consultant Representative's Initials: 


- 2.2 Execution of this Project Agreement by the CONSULTANT constitutes a representation that the CONSULTANT has become familiar with the Project site and the local conditions under which the Project is to be implemented.
- 2.3 SCHEMATIC DESIGN (NOT USED)
- 2.4 DESIGN DEVELOPMENT (NOT USED)
- 2.5 CONSTRUCTION DOCUMENTS (NOT USED)
- 2.6 ADMINISTRATION OF CONSTRUCTION (NOT USED)
- 2.7 ADDITIONAL SERVICES

The following services of the CONSULTANT are not included in Paragraphs 2.3 through 2.6, nor in Exhibit A, Scope of Services. Nevertheless, the CONSULTANT shall provide such services as related to the project if authorized in writing by the CITY prior to the performance or furnishing of same, and, unless otherwise specified in this Project Agreement, said services shall be paid for by the CITY as provided hereinafter.

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

2.8 SERVICE SCHEDULE

- 2.8.1 The CONSULTANT shall perform its services expeditiously. The CONSULTANT shall submit for the CITY's approval a schedule for the performance for the CONSULTANT's services which shall include allowance for time required for the CITY's review of submissions and for approvals of authorities have jurisdiction over the Project. The CITY shall review and approve or reject any schedules submitted

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by the CONSULTANT within five (5) working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty (30) days, the CONSULTANT shall also suspend Construction Administration Services upon request of CITY. Any time spent on the Project at the request of the CITY or on the CITY's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to this contract. The reasonable term of construction upon which the fees for Construction Administration in this contract are based, shall be extended to include the period of construction suspension. This schedule, when approved by the CITY, shall not, except for cause, be exceeded by the CONSULTANT. In the event the CITY rejects any schedules submitted by the CONSULTANT, the CONSULTANT shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the CITY and to which the CITY makes no objection shall be a condition precedent for any payment to the CONSULTANT.

2.8.2 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 "B". 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 last occur, shall constitute the Contract Time.

2.8.3 Liquidated Damages (NOT USED)

2.8.4 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 time 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 ten (10) 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 or not 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.

2.8.5 Notwithstanding the provisions of paragraph 2.8.4, in the event that the Contractor fails to substantially complete the Project on or before the substantial completion date specified in the Contract for Construction or the Contractor is granted an extension of the time to complete performance under the Contract for Construction

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and the CONSULTANT's contract administration services are materially extended by the CITY as a direct result thereof and through no fault of the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "A". The amount of compensation due by the CONSULTANT under this paragraph shall be pursuant to an approved Amendment to the Project Agreement

2.9 PERSONNEL

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

<u>NAME</u>	<u>FUNCTION</u>
John P. Krane, S. Mark Kline, C. Jake Ozyman	Director(s)
Fadi Nassar, Jose Rodriguez, Matt Neddeff	Senior Project Manager(s)
Harry Fulwood, Jonathan Geiger, Charles Newberry	Associate II(s)
Joi-Phyle Hallem	Administrative Assistant

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 the Work, 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.

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- 3.5 The CITY shall perform those duties set forth in Paragraphs 3.1 through 3.4 as expeditiously as may reasonably be necessary for the orderly progress of the CONSULTANT's services and of the project.
- 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 (NOT USED)

4.1 NOT USED

SECTION 5 BASIS OF COMPENSATION

- 5.1 The CITY shall compensate the CONSULTANT for services rendered pursuant to Paragraphs 2.3 through 2.6 and Exhibit A, Scope of Services, of this Project Agreement by payment of the fixed sum of: \$216,075.00.
- 5.2 Payment to the CONSULTANT of the sum set forth in paragraph 5.1 shall be allocated as follows:

TASK	DESCRIPTION	FEE	%
1	Project Initiation	\$ 9,475.00	4.39%
2	Existing Conditions and Opportunities Analysis	\$ 41,230.00	19.08%
3	Community Engagement Process	\$ 110,395.00	51.09%
4	Conceptual Master Plan	\$ 48,875.00	22.62%
5	Presentation of Final Conceptual Master Plan to City Commission	\$ 6,100.00	2.82%
TOTAL		\$ 216,075.00	100.00%

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

SEE EXHIBIT "B" OF THE CONTINUING SERVICES AGREEMENT- FEE SCHEDULE

- 5.4 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the CONSULTANT by the CITY as provided in Section 6.
- 5.5 If the scope of the CONSULTANT's services are changed materially through no fault of the CONSULTANT, compensation due to the CONSULTANT may be

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equitably adjusted by written amendment to this Project Agreement, 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 Section 5 of this Project Agreement and EXHIBIT "E" of the Continuing Services Agreement.
- 6.2 REIMBURSABLE EXPENSES
- 6.2.1 Reimbursable Expenses shall mean: expenses incurred by the CONSULTANT and consultants in the interest of the Project.
- 6.2.1.1 Reasonable expenses of: survey, test-hole, long-distance communications; mileage reimbursement; fees paid for securing approval of authorities having jurisdiction over the Project; actual cost of reproduction, postage and handling of drawings, specifications and other documents; renderings, models and mock-ups requested by the CITY; additional insurance coverage or limits, including professional liability insurance, requested by the CITY in excess of that required in the Request For Qualifications. The CONSULTANT shall only be reimbursed for the direct cost of the item without additional mark-up. Cost for meals, snacks, and beverages are not considered a reimbursable expense.

SECTION 7 TERM

- 7.1 This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of two (2) years from the date of execution hereof, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Project Agreement. The CITY's Utility Director may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed two (2) one-year terms. No further extensions of this Project Agreement shall be effective unless authorized by City Commission action.

SECTION 8 TERMINATION

- 8.1 TERMINATION FOR CAUSE
- 8.1.1 This Project Agreement may be terminated by either party upon 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 services completed pursuant to the Project Agreement to the satisfaction of the CITY through the date of termination, less any amounts which the CITY reasonably deems necessary to withhold in order to correct any defects or deficiencies in the services performed by the CONSULTANT. In no event shall the CITY pay for profit or overhead on services not performed.

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8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Project 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 Project Agreement to the satisfaction of the CITY up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the CONSULTANT shall promptly submit to the CITY its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 2.5 of EXHIBIT "E" of the Continuing Services Agreement.

8.2.2 Under no circumstances shall the CITY make payment of profit or overhead for services which has not been performed. Additionally, the CITY shall not make payment for the following items:

8.2.2.1 Anticipated profits or fees to be earned on completed 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 performed in excess of reasonable quantitative requirements of this Project Agreement;

8.2.2.4 Expenses of CONSULTANT due to the failure of CONSULTANT or its subcontractors 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; or

8.2.2.6 Damage or loss caused by delay.

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

SECTION 9 SEVERABILITY

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

Project Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 10 GOVERNING LAW

10.1 This Agreement shall be governed by the laws of the State of Florida. Except as set forth in Section 14 of the Continuing Services Agreement, should the Parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for their own attorney's fees and costs. The venue for any litigation between the parties will be Broward County, Florida. Both Parties hereby agree to waive a jury trial in any action between them, and will proceed to a trial by judge if necessary.

SECTION 11 DISCRIMINATORY VENDOR LIST

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

SECTION 12 PUBLIC ENTITY CRIMES


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

SECTION 13 SCRUTINIZED COMPANY

(Applicable to agreements over \$1 million for goods or services)

13.1 Pursuant to Section 287.135, Florida Statutes, CONSULTANT certifies that it is not:

- a. On the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel;
- b. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- c. Engaged in business operations in Cuba or Syria.

Authorized City Representative's Initials: 

Authorized Consultant Representative's Initials: ER

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

SECTION 14 PUBLIC RECORDS

- 14.1 The CONSULTANT shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the CONSULTANT and the Project Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the CONSULTANT shall:
- a. Keep and maintain public records required by the CITY to perform the services provided hereunder.
 - b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of the Project Agreement and following completion of the Project Agreement if the CONSULTANT does not transfer the records to the CITY.
 - d. Upon completion of the Project Agreement, transfer, at no cost, to the CITY all public records in the possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the Project Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Project Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
 - e. If the CONSULTANT fails to comply with the requirements in this Public Records Section, the CITY may enforce these provisions in accordance with the terms of this Project Agreement. If the CONSULTANT fails to provide the public records to the CITY within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT AGREEMENT, THE CONSULTANT SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA

Authorized City Representative's Initials: 

Authorized Consultant Representative's Initials: 

M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

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Authorized City Representative's Initials: MB

Authorized Consultant Representative's Initials: ELC

IN WITNESS WHEREOF, the parties hereto have made and executed this Project 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 Keith and Schnars, P.A. by and through its _____ duly authorized to execute same.


CITY


CITY OF SUNRISE, FLORIDA

By:  _____
Mayor Michael J. Rya

17 day of June, 2018

AUTHENTICATION:

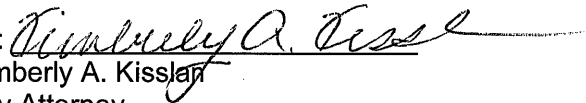

Felicia M. Bravo, City Clerk




(SEAL) Seal

Approved as to form:

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

By:  _____
Kimberly A. Kisslan
City Attorney

Authorized City Representative's Initials: 

Authorized Consultant Representative's Initials: 

CONSULTANT

KEITH AND SCHNARS, P.A.

Emil Kulayci

By: *Emil Kulayci CEO*

6 day of June, 2018

AUTHENTICATE:

Mark Imahie
Name of Authenticating Agent

Secretary
Title

(CORPORATE SEAL)

WITNESSES:

Jan Eira

Joi Hyle Hallen

Authorized City Representative's Initials: *JK*

Authorized Consultant Representative's Initials: *EK*

EXHIBIT A

SCOPE OF SERVICES

West Sunrise Transit Oriented Design Masterplan for the Sawgrass Mills Mall Area

PROJECT GOALS

- Master Planning of the TOD area defined as the Sawgrass Mills Mall Area bounded by Flamingo Road on the east, Sunrise Boulevard on the south, and Panther Parkway on the north and west.

Task 1: Project Initiation

The project initiation task shall consist of the following:

Project Kick-off and Coordination Meeting

The CONSULTANT will meet with the City's project management staff team to: discuss the project background, scope of work, and deliverables as well as identifying the key stakeholders within the project boundaries in an effort to prepare a Project Agreement for development of the Master Plan for the West Sunrise TOD Infrastructure Improvements project.

Data Assessment and Review

The CONSULTANT shall, in coordination with the CLIENT, prepare a list of data needs.

The CLIENT shall provide previous plans, studies, GIS files (study area boundary, zoning, parcel data, ROW's and parcel lines, etc.), socio-economic data, property, market, or other readily available data prepared by the CLIENT or public agencies; traffic count data, environmental site conditions, drainage, utilities, desired undergrounding of utilities, or other relevant data which defines constraints or opportunities for master planning (and which may affect cost); and a recent high-resolution color aerial photograph that includes at least .50 miles (1 km) outside of the study boundaries. NOTE: Google Earth photography is typically not acceptable as it often is not of good enough resolution and is accompanied by copyright restrictions.

The CONSULTANT is not responsible for generating original data through various studies (e.g. traffic studies) unless authorized as additional services.

The CONSULTANT shall identify any gaps in documentation during the data review process and develop a recommended action for CLIENT consideration to address the missing data and to address any associated effect this will have on the remainder of the study and/or final work products.

Information Format and Delivery:

Base information must be accurate and verifiable. Inaccuracies may require future master plan modifications as additional services. All information should be delivered electronically.

Format

Reports - delivered as PDF or Microsoft Office documents, clearly labelled.

Aerial Photography - delivered as image files in TIFF or mrSID or as part of a GIS database associated with Survey information. GIS databases must be compatible with ArcView 9 and require no additional plug-ins. The database should be sorted into relevant layer data, shapefiles and images, and organized in an ArcMap document.

Miscellaneous Documents - such as historic maps, studies and adjacent development plans delivered as PDF documents that may be printed and extracted as individual pages for multi-page documents.

Delivery

Electronic Delivery - Base information may be delivered electronically via FTP or other document sharing service. A list with document titles and descriptions should be provided and clearly labelled. Consultant shall provide a secure folder on our in-house FTP server that may be used to deliver base information. If an external document sharing service is used, it must allow for access via generic web browsers (i.e. not only Internet Explorer) and must allow for bulk downloading of documents (not one file at a time).

Physical Delivery - Base information may be compiled electronically and delivered on a CD, DVD or flash drive. A list with document titles and descriptions should be provided in print or electronic form.

Charrette Schedule

The CONSULTANT shall develop a draft public engagement plan and Charrette schedule for the project.

Task 1 Deliverables:

- Data Needs List
- Draft Engagement Process and Charrette Schedule to be discussed and confirmed with the City Staff

Consultant's Lump Sum Fee for Task 1 \$ 9,475.00

Task 2: Existing Conditions and Opportunities Analysis

The CONSULTANT shall collect and package data, photos, and other documentation of existing conditions consisting of an inventory of the existing urban form and design including building type and use, streetscape,

pedestrian amenities, civic identity and wayfinding; existing infrastructure, transportation modal characteristics and facilities; and identification and pre-analysis of goals, problems, potential of the project. The TOD Area analysis will include:

- The results of the field reconnaissance of the project area and its immediate adjacencies.
- Challenges and opportunities based upon the field review.
- Review of previous plans and regulatory documents.
- Area base maps, including connectivity and transportation map provided by the CLIENT.
- Inventory and assessment of the existing storm water, water and sanitary sewer facilities, traffic, pedestrian, bicycle, transit and parking characteristics and facilities, lighting, signage, landscaping, land uses, open space and identification of overhead and underground utilities.

Task 2 Deliverable:

- Powerpoint Presentation of the TOD Area Existing Conditions & Opportunities Analysis.
- Digital file of the TOD Area Existing Conditions & Opportunities Analysis.

CONSULTANT'S Lump Sum Fee for Task 2 \$ 41,230.00

Task 3: Community Engagement Process: The Design Charrette & Follow-Up Meetings

The CONSULTANT will facilitate a Community Engagement process to provide opportunities for the City staff, area residents and other stakeholders to better understand the issues and challenges facing this important regional retail hub in the suburban context of West Broward County, and to express their concerns and aspirations for the TOD area.

A 4-day **Design Charrette** will be the centerpiece of Community Engagement process and where the production of urban design ideas and a draft master plan will take place. The charrette will provide a public forum where meetings on various topics will happen over the span of a week to focus attention on the project and permit each sector of the community and its leadership to discuss the impact of the changes being contemplated to an area that is essentially the retail core of the City of Sunrise. Consensus building is facilitated in real time with short feedback loops and fast decision making. The charrette can accomplish the following goals:

- All those influential to the project develop a vested interest in the design and the shared experience of the Charrette builds broad support for its vision;
- The various design disciplines work in concert to produce a set of finished documents that address all aspects of design;
- Inputs of all the players are collectively organized and discussed at one meeting, thereby eliminating the need for prolonged, sequential discussions that can delay conventional planning projects and lose the momentum of constituents; and

- A better final product is created through the assimilation of many ideas in a dynamic, collaborative and cost-effective process.

The week will consist of the following public presentations:

- an opening day presentation of impressions from Day 1 of the Charrette and highlights from the Task 2 TOD Existing Conditions & Opportunities Analysis powerpoint;
- a mid-week progress session to show the design ideas that have come up in meetings and been illustrated graphically for discussion;
- a closing day presentation of the draft master plan.

Special Topic Meetings and Open Houses will take place throughout the week as the Consultant team proceeds with parallel design sessions. An entire day will be dedicated to discussions and studies that relate to the TOD area's largest private stakeholder, the Simon Property Group and their Sawgrass Mills outlet mall. The Team will be listening and receiving feedback from the community to test and illustrate the viability of ideas voiced throughout the week. The Charrette week will be followed by up to 2 subsequent meetings to permit 2 additional feedback loops to incorporate refinements.

The CLIENT shall:

- Be responsible for notifications and advertisement to the community in advance of the charrette.
- Make available a facility to the CONSULTANT in which to conduct the charrette.
- Coordinate location logistics, including identification and securing of the location, room set-up and break-down, refreshments and assuring CONSULTANT access to the location in advance and throughout the week of the Charrette.
- Assist Consultant with crafting a Charrette schedule to best suit City, area resident and stakeholder needs and to maximize participation by all constituents.

During the Charrette, the CONSULTANT shall prepare preliminary urban design ideas for review and discussion during subsequent Community Engagement meetings consisting of the following:

- Urban design alternatives
 - Transportation Diagrams
 - Street sections (4)
 - Initial sketches of illustrations of architectural form, signage, gateway features, streetscapes, etc.
 - Phasing Diagrams
- **Charrette Follow-Up Meeting 1**

CONSULTANT Team shall present an updated version of the preliminary urban design ideas from the Charrette as a Draft Master Plan Presentation to City staff that incorporates both staff and community feedback received following the Charrette, and in order to discuss additional ideas and concerns.

• **Charrette Follow-Up Meeting 2**

A 2nd follow-up session would be scheduled to present the refined Draft Master Plan Presentation in a more public setting to the community. This meeting could be used to showcase a more finalized master plan vision prior to the formal submittal to the City Commission.

Task 3 Deliverables:

- Summary of Community Forum Responses.
- Meeting Sign-in Sheets.
- Draft Master Plan Presentation in powerpoint.
- Digital file of the Preliminary Conceptual Master Plan that shall include:
 - Preliminary/conceptual master plan
 - Preliminary design guidelines assessment / key recommendations
 - Illustrations of "before and after" conditions
 - Street sections (4)
 - Signage guidelines
 - Streetscapes
 - Preliminary Thoroughfare Standards and Street Sections, specifying street design within public rights-of way shown in the Regulating Plan
 - Tools: Implementation & Phasing Strategies

CONSULTANT'S Lump Sum Fee for Task 3 \$110,395.00

Task 4: Conceptual Master Plan

Based upon the feedback received from the Community Engagement Process and other public input, a Draft Conceptual Master Plan document will be developed for presentation to the Client.

Task 4 Deliverables:

- Spiral Bound Copies of the Draft Conceptual Master Plan Document consisting of the following elements:
 - Up to three (3) master plan options with associated density and infrastructure cost comparisons.
 - Perspective Drawings, by hand (minimum of 5), rendered in color, showing typical thoroughfares, parks, greens, squares, and plazas, or other locations.
 - Massing studies of the project area.
 - Illustrative Detailed Plan, showing ideal build-out of a key portion of the project area.
 - Illustrative Building Types, which may include a review of existing products for appropriateness to the site's intended character.
 - Diagrams, that may include:
 - existing conditions

- urban structure and development context
- civic buildings and civic spaces
- developable sites
- open space network
- vehicular network, pedestrian circulation and parking
- development phasing
- required and recommended retail frontage
- building height and function
- Conceptual Regulating Plan, showing land use, building type and density.
- Tools for Implementation – Preliminary Costing, Strategies, Schedule

The Conceptual Master Plan document will be focused on pedestrian, bicycle, transit, road, and utility infrastructure in the TOD area, primarily addressing the following topics:

- Vehicular, pedestrian, and bicycle access from the major arterials on to nine entry roads into the mall.
- Vehicular, pedestrian, and bicycle access from the nine entry roads onto Perimeter Road.
- Vehicular, pedestrian, and bicycle circulation on Perimeter Road and into existing and future outparcel developments.
- Addition of traffic control and traffic calming devices.
- Public transportation into and around the mall including the potential development of an intermodal transportation hub.
- Streetscape improvements to the three major arterials, nine entry roads, and Perimeter Road including drainage, hardscapes, undergrounding of existing overhead utility lines, landscape, and irrigation.
- Improvements to way finding signage.

CONSULTANT'S Lump Sum Fee for Task 4 \$48,875.00

Task 5: Presentation of Final Conceptual Master Plan to City Commission:

Following the submission of the draft Master Plan document to the Client, the CONSULTANT team shall incorporate a final round of comments and produce the Final Conceptual Master Plan document for presentation to the City Commission. The CLIENT is responsible for all noticing/advertising requirements.

Task 5 Deliverables:

- City Commission Meeting Presentation
- Presentation Materials: Color 24" X 36" Presentation Boards (up to 12)
- 1 CD of all data analysis and findings, GIS shapefiles, excel files, presentations and final master plan

CONSULTANT'S Lump Sum Fee for Task 5 \$6,100.00

TOTAL LUMP SUM FEE..... \$216,075.00

EXHIBIT B

PROJECT SCHEDULE

WEST SUNRISE TRANSIT ORIENTED DESIGN MASTERPLAN FOR THE SAWGRASS MILLS MALL AREA

