

CITY CLERK
CITY OF SUNRISE

2024 OCT 25 AM 10:28

PROJECT AGREEMENT

PA-24-036-WZ

Between

THE CITY OF SUNRISE

And

WALTERS ZACKRIA ASSOCIATES, PLLC

For

CIVIC CENTER PHASE 2 IMPROVEMENTS

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Walters Zackria Associates, PLLC ("Consultant") for Professional Architectural Services (hereinafter referred to as "Continuing Services Agreement") dated June 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 June 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 Civic Center Phase 2 Improvements Project (hereinafter referred to as "the Project") and is licensed to practice architectural services 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.

Authorized City Representative's Initials: u

Authorized Consultant Representative's Initials: AZ

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 SERVICES

2.3.1 SCHEMATIC DESIGN DOCUMENTS

2.3.1.1 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.

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

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

2.3.1.4 The Consultant shall prepare and submit to the City for its review schematic 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.

2.3.1.5 The Consultant shall submit to the City an estimate of probable construction costs for the Project.

2.3.1.6 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.

2.3.2 DESIGN DEVELOPMENT

2.3.2.1 Based on the schematic 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, design development documents consisting of drawings and other documents to fix

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Authorized Consultant Representative's Initials: *42*

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.

- 2.3.2.2 The Consultant shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.3.3 CONSTRUCTION DOCUMENTS

- 2.3.3.1 Based on the design development documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare construction documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the City.
- 2.3.3.2 The Consultant shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.
- 2.3.3.3 When the construction documents are approximately 90% complete, 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.
- 2.3.3.4 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 5.2 of this Agreement.
- 2.3.3.5 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 2.3.3.4. There shall be no additional charges for amendments or

clarifications other than as provided in Section 2.3.3.4.

- 2.3.3.6 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.
- 2.3.3.7 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.
- 2.3.3.8 The Consultant will investigate, study, and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same.

2.3.4 NOT USED

2.4 ADDITIONAL SERVICES

The following services of the Consultant are not included in Section 2.3, 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.

- 2.4.1 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.
- 2.4.2 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.
- 2.4.3 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.
- 2.4.4 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.
- 2.4.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the work of the Contractor.

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Authorized Consultant Representative's Initials: AZ

2.5 SERVICE SCHEDULE

2.5.1 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.

2.5.2 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.

2.5.3 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 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 milestone of service(s) 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 milestone completion date(s) identified below, until completion of the milestone:

Milestone 1: Task 1 – Field Documentation and CAD As-Builts.....	\$100
Milestone 2: Task 2.2 – Construction Document Services – 75%	\$100
Milestone 3: Task 2.4 – Construction Document Services – 100%	\$100

2.5.4 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

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Authorized Consultant Representative's Initials: A2

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.

- 2.5.5 Notwithstanding the provisions of Subparagraph 2.5.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract 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 "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement.

2.6 PERSONNEL

- 2.6.1 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:

NAME	FUNCTION
Abbas Zackria	Principal Architect
Michelle McDonough	Project Architect

- 2.6.2 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

Authorized City Representative's Initials: cw

Authorized Consultant Representative's Initials: A2

- 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

Authorized City Representative's Initials: ac

Authorized Consultant Representative's Initials: A2

- 5.1 The City shall compensate the Consultant for an amount not to exceed **\$103,190.00** exclusive of authorized Reimbursable Expenses (**\$104,190.00** inclusive of Reimbursable expenses, if authorized) based on services rendered pursuant to Section 2.3 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. Billings for each task shall not exceed the amount allocated to each task.

<u>Task</u>	<u>Fee</u>
Task 1 – Phase 1 - Design Services	\$72,660.00 (70%)
Task 2 – Phase 2 – Permitting and Bid Services	\$30,530.00 (30%)

- 5.2 Additional services of the Consultant as described in Section 2.4, if any, shall be compensated as follows:

See EXHIBIT "B" Hourly Rates of the Continuing Services Agreement

- 5.3 Reimbursable Expenses as defined in Section 5 shall be reimbursed to the Consultant by the City as provided in Section 5.

- 5.4 If the scope of the Consultant's services is 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. The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

6.2 REIMBURSABLE EXPENSES

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

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

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- 6.2.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement in accordance with Section 2-2 of the Code of Ordinances 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 one **(1) year**, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. The City's Director of Utilities, in his sole discretion, may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed **one (1)**, one-year term. 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

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

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Authorized Consultant Representative's Initials: A2

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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Authorized City Representative's Initials: CV

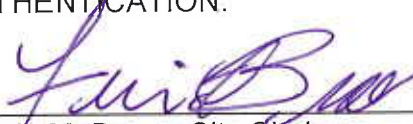
Authorized Consultant Representative's Initials: AZ

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 Walters Zackria Associates, PLLC, signing by and through its Principal Architect, the duly authorized officer to execute same.

CITY OF SUNRISE, FLORIDA

By: 
Mayor Michael J. Ryan
22 Day of October, 2024

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: cu

Authorized Consultant Representative's Initials: AZ

CONSULTANT

Walters Zackria Associates, PLLC

By: AA

Abbas Zackria
Principal Architect

21 Day of October, 2024

AUTHENTICATE:

MMH project manager.
Name of person authenticating
Title of person authenticating

(CORPORATE SEAL)

WITNESSES:

Jessie
Sam Jett

Authorized City Representative's Initials: CL

Authorized Consultant Representative's Initials: AZ

September 10, 2024

Mr. Alan Gavazzi, A.I.A.
Capital Projects Director
777 Sawgrass Corporate Parkway
Sunrise, FL 33325

Re: Architectural Services Proposal --
City of Sunrise Civic Center and Aquatics Complex
Priority 1 Improvements for 2024
10610 W. Oakland Park Blvd, Sunrise, FL 33351

Dear Mr. Gavazzi,

The firm of Walters Zackria Associates, PLLC proposes the following scope of work and fee schedule for the above-mentioned project. The work covered under this proposal will include maintenance and replacement items according to the list provided by the City as detailed below. WZA shall provide Cad As-builts and Construction Documents (including drawings and specifications), Probable Budget Estimate, Permitting and Bidding Assistance. The budget for the project is estimated at \$815,000.

The project scope is as follows:

1. Rotunda Area:
 - a. Structural inspection of metal work -- check connections at all overhead decorative circle connections and provide repair details as required.
 - b. Signage replacement (directional signs) -- remove existing signage and replace with new of new design.
 - c. Replacement of lights attached to columns, decorative wall lights 4 x 4 columns -- 16 total with replaceable drivers
 - d. Replacement of uplights to rotunda ceiling, including the four wall sconces at entrance to east and west buildings, all with replaceable drivers.
2. Front Entrance Area:
 - a. Paint concrete in traffic circle area.
 - b. Replace bollards with LED, city has bollard specification to be used, contractor to provide and install (includes four bollards adjacent to the Theater parking lot).
 - c. Remove concrete curbs around tree planters, fix roots/mulch, provide new curb.
 - d. Relevel pavers at various locations around tree planter areas.
 - e. Paint fencing, railings and light poles on both sides of bridge and around terrace.

West Wing

3. Exterior:
 - a. Replace rusted exterior double doors (3 sets) at electrical rooms, total of six doors with louvers.
 - b. Replace rusted roof access doors on second floor, total of 2 doors.

EXHIBIT "1"

- c. Provide backer rod and caulk gap between sidewalk slab and wall at loading area/electrical room.
- d. Remove and replace existing white/black light fixtures over arches and doors on exterior of the building with new so that the fixtures and light temperatures are consistent.

East Wing

- 4. Exterior:
 - a. Replace canopies and paint frames at lifeguard offices, approximately 20' x 5' each (quantity of 3).
 - b. Remove and replace existing white/black light fixtures over arches and doors on exterior of the building with new so that the fixtures and light temperatures are consistent. Does not include replacing the teal lights installed with the gymnasium addition.
- 5. Hallways:
 - a. Replace cloudy double pane storefront glass panel across from elevator.
- 6. Concession Restrooms:
 - b. Replace toilet partitions in men's room only.
- 7. Old Gymnasium:
 - a. Replace all wall padding (42 pieces). Add additional as required for all walls.
 - b. Replace rubber baseboard at perimeter of wood floor.
- 8. Dance Studio A:
 - a. Refinish wood floor.
 - b. Replace existing light fixtures with new LED.
 - c. Replace ceiling tiles.
 - d. Paint walls.
- 9. Art Studio (South side):
 - a. Replace cabinets with new to match north side finishes.
- 10. Pool Area – Men's and women's locker rooms:
 - a. Remove and replace existing rusted lockers.
 - b. Remove and replace toilet partitions.
 - c. Remove and replace exterior doors.
 - d. Remove and replace plumbing fixtures, including shower valves, tile, backer board, replace metal framing, new tile installation.
- 11. Lifeguard Office:
 - a. Remove and replace existing lighting with LED.
 - b. Patch wall and paint.
 - c. Remove and replace windowsill with new.
- 12. Water Wall Feature:
 - a. Investigate interior plumbing and repair.
 - b. Power wash wall and change impeller to stainless steel or aluminum.
 - c. Repair cracks and rusted rebar in capitals and cornices around structure.
- 13. New Gymnasium:
 - a. Provide canopies at exterior doors (2 double doors) with a permanent structure added to the building. Will require structural design and engineering.
 - b. Drainage improvements at exterior doors (may require removal and replacement of portion of existing sidewalk for proper drainage).
 - c. Drainage improvements at east hallway exit door near mechanical yard (may require a trench drain and drainage to adjacent grass area).

I. TASKS - BASIC SERVICES

The project will include the following service tasks:



EXHIBIT "1"

Phase 1 – Design Services

Task 1 – Field Documentation and Prepare Cad As-Builts

WZA will send staff to document existing building and prepare CAD as-builts. Field measurements and documentation will be limited to areas with proposed construction / renovation.

Task 2.0 – Canopy Structural Design

WZA and consultant will provide a design and structural engineering required for the two canopies at the gymnasium entrance. Design should incorporate elements from the adjacent building elevation features to fit in with the design of the building.

Task 2.1 – Lighting Design

WZA and consultant will provide a design for the light fixture replacements in the Rotunda area, exterior building perimeter and bollards.

Task 2.2 – Construction Document Services – 75%

WZA will provide Construction Documents to include locations and details for the repairs/replacement items, phasing, staging, temporary barricades and path of travel for construction.

Task 2.3 – Design Review Meeting

WZA will meet with City staff to receive comments and input on the proposed Construction Documents – 75% set.

Task 2.4 – Construction Document Services – 100%

After the 75% review, plans, details, and schedules will be completed and bid specifications will be provided.

Task 2.5 – Construction Document Services – Specifications

Bid specifications will be prepared using CSI masterformat.

Task 2.6 – Probable Budget Estimate

Probable Budget Estimate will be prepared at the 75% submittal.

Task 2.7 – QA / QC Review Services

At each construction document submittal, concurrent with the City review, WZA principal will review the drawings and specifications and mark up construction documents.

Phase 2 – Permitting and Bidding Services

Task 3 – City Building and Engineering Permitting



EXHIBIT "1"

WZA will submit permit applications to the City's Building Division and Engineering Division and will address any comments related to the scope of work. All technical comments received in a timely manner will be addressed by inclusion into the Bid Documents or by inclusion through an addendum to the Bid Documents.

Task 4 – Bidding

WZA will assist the City in selecting a Construction Manager or Pre-qualified Contractor by evaluating bids for technical compliance and shall make a recommendation to the City in regards to the award of the contract. Non-technical bid requirements shall be evaluated by the City. WZA will address RFI's and issue addenda, as required. One (1) bid phase is included in this proposal. This Scope of Services does not include time for Consultant to assist the City in the event of a bid protest.

II. COMPENSATION

Compensation for services rendered for this project will be on a Lump Sum Basis in accordance with the terms and conditions of the Agreement for Professional Services between the City of Sunrise and Walters Zackria Associates, PLLC. The fee breakdown for Tasks 1 to 4 is as follows:

Phase 1 - Design Services	\$ 72,660.00
Phase 2 - Permitting and Bid Services	<u>\$ 30,530.00</u>
Project Total Labor	\$ 103,190.00
Recommended Reimbursable Expense Budget	\$ 1,000.00
Project Total	\$ 104,190.00

Reimbursable items shall include printing, photography, copying, etc.

III. DELIVERABLES

WZA shall submit the following as deliverables:

- ♦ Electronic PDF files of the 75% completed set of Construction Documents with specifications for CITY review and approval.
- ♦ Electronic PDF files of the 100% completed set of signed and sealed construction documents with specifications.
- ♦ Electronic PDF files, as required, by various permitting agencies.
- ♦ PDF files will be provided to the CITY via electronic transfer.

IV. SCHEDULE:

Upon receipt of the executed work authorization, WZA shall proceed with the work as described above and complete all task as follows:

<u>Activity</u>	<u>Activity Duration</u>	<u>Cumulative Duration</u>
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EXHIBIT "1"

Field Documentation and CAD As-Builts	30 Days.....	30 Days
Construction Document Services – 75%	45 Days.....	75 Days
City Review	15 Days.....	90 Days
Construction Document Services – 100%	30 Days.....	120 Days
City Review	30 Days.....	150 Days
Engineering Review and Building Review.....	30 Days.....	150 Days
Comment Response	15 Days.....	165 Days
Resubmittal/Engineering and Building.....	30 Days.....	195 Days
Bidding and Award	90 Days.....	285 Days

Total**285 Days**

Note: Proposed schedule is in Calendar days. Owner Review, Permitting, Bid and Award are time allowances – actual number of days will vary and are out of WZA’s control. The proposed schedule includes two staff meetings. Time for City staff to review and approval of documents after each phase is assumed as noted for each review and is included in the above schedule.

VI. GENERAL TERMS:

Hourly Rates For Additional Services – Hourly rates for additional services shall be based upon pre-established and approved hourly rates included in the 2023 General A/E Consultant Services Agreement with the City of Sunrise.

Permits and Approvals – As noted in Task 3.

Construction Safety – The GENERAL CONTRACTOR is solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. WZA is not responsible for the means and methods of construction or for related safety precautions and programs.

Additional services - Additional services requested by the owner shall be processed in accordance with the terms of the General A/E Consultant Services Agreement with the City of Sunrise. Additional services may also include:

- Major redesign effort due to change in overall project scope, budget, or programming.
- Additional design or construction oversight for construction evaluation of construction deficiencies or deviations from the construction documents.
- Repair details or as-builts due to contractor’s error or unauthorized deviation.
- Construction Phase Services
- LEED related design and certification services.
- Structural pile / grade beam design.
- Value Engineering Drawing Revisions after design development document completion.

Existing Conditions – There is limited verifiable information available on the building, site, underground utilities, piping, etc. Architect and its consultants shall not be liable for unknown, concealed, or undocumented existing conditions.

Platting – Not in scope of work.

Utility Service Connection – Not in scope of work.



EXHIBIT "1"

Site Survey – Not in scope of work.

Geotechnical Testing and Recommendation – Not in scope of work.

Owner Requirements:

City will be responsible for providing as-built drawings for the existing utilities but the Architect shall field verify the information if necessary.

Services will be initiated once we receive a purchase order and Notice to Proceed. Thank you.

Sincerely,



Abbas H. Zackria, RA CDT LEED AP
Principal Architect



EXHIBIT "2"

PROJECT SCHEDULE

<u>Activity</u>	<u>Activity Duration</u>	<u>Cumulative Duration</u>
Task 1 - Field Documentation and CAD As-Builts	30 Days	30 Days
Task 2.1 - Construction Document Services – 75% and Task 2.5 – Probable Budget Estimate	45 Days	75 Days
Task 2.2 – Design Review Meeting and City Review Time	15 Days	90 Days
Task 2.3 - Construction Document Services – 100% and Task 2.4 – CD Specifications	30 Days	120 Days
City Review	30 Days	150 Days
Task 3 - Engineering Review and Building Review	30 Days	150 Days
Comment Response	15 Days	165 Days
Resubmittal/Engineering and Building	30 Days	195 Days
Task 4 - Bidding and Award	90 Days	285 Days
		Total 285 Days

Authorized City Representative's Initials: cc

Authorized Consultant Representative's Initials: AZ