



CITY OF SUNRISE

AGENDA ITEM REQUEST

ORIGINATING DEPARTMENT: PLANNING AND DEVELOPMENT

ROUTING:

CITY MANAGER: _____ DATE: _____

CITY MANAGER APPROVAL TO BEGIN PROCEDURES.

SIGNATURE: _____

PURCHASING: _____ DATE: _____

PURCHASING APPROVAL: _____ SIGNATURE: _____

LEGISLATIVE AIDE: _____ DATE: _____

CITY ATTORNEY: _____ DATE: _____

ITEM REQUEST:

Approval of a Standard Project Agreement for architectural services with Zyscovich, Inc. to conduct a spatial needs assessment and master planning for a new City Hall building.

FUNDING SOURCE:

CITY HALL: 325-6207-513.65-02

AMOUNT: Option 1 - \$90,000
Option 2 - \$100,000

BUDGET APPROVAL
SIGNATURE:

ATTACHED EXHIBITS:

EXHIBITS

1. RESOLUTION
 2. STANDARD PROJECT AGREEMENT FOR OPTION 1
 3. STANDARD PROJECT AGREEMENT FOR OPTION 2
-

SUMMARY EXPLANATION/BACKGROUND INFORMATION/JUSTIFICATION:

EXPLANATION

On June 23, 2009 the City Commission ranked Zyscovich, Inc. as the number one firm to provide architectural services for a space needs study and master planning of a new City Hall facility and authorized staff to negotiate a standard project agreement with the firm.

The needs study will determine the current and future spatial needs for all departments located in City Hall as well as the various departments that currently lease office space throughout the City. Additionally, the firm will take their findings from the needs study and analyze two proposed sites to determine the feasibility and pros and cons for each site. Their work will culminate in a report to the City that will be the basis of design for a new City Hall building.

During the June 23rd presentation, the concept of renovating and reusing the existing City Hall building was discussed as possible way to reduce the cost of a new facility. Staff has discussed this with Zyscovich, Inc.; however, due to limited funding for this project it is not possible to analyze two separate building sites and evaluate the existing City Hall building. In order to meet the project budget, staff negotiated two separate fee options. In "Option 1", the scope of work remains as specified in the RFQ where the consultant will evaluate the spatial needs for a new building and prepare master plans for two separate building sites. Option 2 determines the spatial needs, but would only prepare a master plan for one building site; however, this option will also evaluate the existing City Hall building for the purpose of renovation and reuse. The site being master planned under Option 2 is located on the corner of Oakland Park Boulevard and Joshlee Boulevard, and the "Metropica Site" located on the corner of Panther Parkway and Red Snapper Road is being eliminated under this option.

For both Options 1 and 2, staff has negotiated a fee that is fair, reasonable, and within industry standards for this type of work.

DEPARTMENT HEAD RECOMMENDATION:

APPROVAL

PERSON WITH ADDITIONAL INFORMATION:

NAME: ALAN GAVAZZI, AIA

PHONE: 954-572-2487

DEPARTMENT HEAD SIGNATURE: _____

MARK LUBELSKI, P.E.
DIRECTOR OF PLANNING AND DEVELOPMENT

CITY MANAGER RECOMMENDATIONS:

APPROVED FOR AGENDA PLACEMENT.

SIGNATURE: _____ (CITY MANAGER)

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN AGREEMENT WITH ZYSCOVICH, INC. FOR A NEEDS STUDY AND MASTER PLANNING OF A NEW SUNRISE CITY HALL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 23, 2009 the City Commission ranked Zyscovich, Inc. as the number one professional firm to provide a current and future spatial needs study for the new Sunrise City Hall, and an analysis and master plan of two (2) proposed sites, and authorized staff to negotiate an agreement for such services;

WHEREAS, in order to meet the project budget, staff has negotiated two (2) separate fee options with the consultant, both of which are fair, reasonable and within industry standards for this type of work; and

WHEREAS, the scope of work contained within Option 1 would provide for an evaluation of the spatial needs for a new building and the preparation of master plans for two (2) separate building sites - the site on the corner of Oakland Park Boulevard and Josh Lee Boulevard and the "Metropica" site; and

WHEREAS, the scope of work contained within Option 2 would provide for an evaluation of the existing City Hall building for the purpose of renovation and reuse and would also provide for an evaluation of the spatial needs for a new building and preparation of a master plan for the site

located on the corner of Oakland Park Boulevard and Josh Lee Boulevard;

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

Section 1. An Agreement with Zyscovich, Inc. for a Space Needs Study and Master Planning for the scope of work as outlined in Option _____ is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit "A."

Section 2.The Mayor is authorized to execute all documents in connection with this agreement, subject to approval by the City Attorney.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2009.

Mayor Roger B. Wishner

Authentication:

Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

ALU: _____
ROSEN: _____
SCUOTTO: _____
SOFIELD: _____
WISHNER: _____

Approved by the City Attorney
as to Form and Legal Sufficiency. _____
Stuart R. Michelson

STANDARD AGREEMENT BETWEEN OWNER AND CONSULTANT

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

SPATIAL NEEDS ASSESSMENT AND MASTER PLANNING

NEW CITY HALL

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

ARTICLE I

THE CONSULTANT'S BASIC DUTIES TO THE OWNER

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

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

1.3 SPATIAL NEEDS ASSESSMENT

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

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

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

- 1.3.3 The Consultant shall participate in an initial meeting(s), with representatives of the City, to review the proposed project and to establish project schedules for specific tasks.
- 1.3.4 The Consultant shall conduct an analysis of the routine operations of the identified entities in order to fully understand their function, operations and the respective interaction, relationship, adjacency priorities and potential of joint use facilities.
- 1.3.5 The Consultant shall conduct a detailed Spatial Needs Assessment, providing documentation as to current and future needs; future need being defined as those anticipated for the years 2015 and 2020, and the current need being defined as the year 2009. The process for obtaining this information shall consist of a two-part effort; a detailed questionnaire and on-site interviews with the staff of the various departments/entities as determined by the City.
- 1.3.6 The Consultant shall consider and provide documentation to the extent possible, current and future staffing level projections and their spatial need impact upon future needs of facilities.
- 1.3.7 Based upon the recommendations related to facility size, the Consultant shall identify the land area needed for the building, associated parking and related site requirements, such as stormwater retention, parking areas, landscape requirements and building setback requirements. All identified development options will be verified to be able to be supported by the identified site with site diagrams included within the report.
- 1.3.8 The Consultant shall prepare a detailed report, which shall contain recommendations relative to potential solutions, and shall include up to three (3) alternative recommendations as to the size and associated potential costs of each such alternative. Ten (10) copies of this report shall be issued to the City for review and consideration.
- 1.3.9 The Consultant shall present to the City the results and recommendations of the Spatial Needs Assessment. This may include both public and private meetings and/or workshops.
- 1.3.10 The Consultant shall issue a draft report to the City for review and comment within a period of ninety (90) days from notice to proceed. The final report will be issued to the City within thirty (30) days from receipt of the City's review comments.

1.4 MASTER PLANNING

- 1.4.1 Based upon the information obtained during development of the Spatial Needs Assessment, the Consultant shall participate in a meeting(s) with representatives of the City. The premise of this meeting shall be to obtain consensus as to the appropriate land utilization of the City-designated property and the proposed facility as determined by the City.
- 1.4.2 Based upon the accepted Development Alternative, the Architects shall prepare a Master Plan Document of the selected sites, illustrating:

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

- 1.4.2.1 Proposed land utilization of the selected site.
 - 1.4.2.2 Location and general configuration of “current need” facilities.
 - 1.4.2.3 Areas of potential expansion for future needs.
 - 1.4.2.4 Location of vehicles access and egress, both staff and public.
 - 1.4.2.5 Pedestrian areas and site circulation.
 - 1.4.2.6 Vehicle Parking Areas.
 - 1.4.2.7 Area(s) designated for stormwater retention.
- 1.4.3 The Consultant shall prepare a final Master Plan Drawing of each site illustrative of the proposed recommended solutions and present them to the City.
- 1.4.4 Based upon the direction of the City on the selected “Development Option” contained within the Spatial Needs Assessment, the final Master Plan document will be delivered to the City within thirty (30) days from notice to proceed.

1.5 ADDITIONAL SERVICES

The following services of the Consultant are not included in Paragraphs 1.3 and 1.4, nor in Exhibit A, Scope of Services. Nevertheless, the Consultant shall provide such services as related to the project if authorized in writing by the Owner prior to the performance or furnishing of same, and, unless otherwise specified in this Contract, said services shall be paid for by the Owner as provided hereinafter.

1.5.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the Owner, or conduct feasibility studies, or assistance to the owner in the completion of grant applications.

1.6 SERVICE SCHEDULE

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

Authorized City Representative’s Initials: _____

Authorized Consultant Representative’s Initials: _____

1.7 PERSONNEL

1.7.1 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>
Bernard Zyscovich	President
Suria Yaffar	Principal

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

ARTICLE II

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

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

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

2.3 The Owner shall perform those duties set forth in Paragraphs 2.1 and 2.2 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the Work.

2.4 The Owner's review of any documents prepared by the Consultant or its Consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's 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.

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

ARTICLE III

BASIS OF COMPENSATION

3.1 The Owner shall compensate the Consultant for services rendered pursuant to Paragraph 1.3 and 1.4 and Exhibit A, Scope of Services, of this Agreement by payment of the fixed sum of: **\$89,000.00**

3.2 Payment to the Consultant of the sum set forth in paragraph 3.1 shall be allocated as follows:

Spatial Needs Assessment and Master Planning:	\$72,500	(82%)
Engineering:	\$8,250	(9%)
Cost Estimating:	\$8,250	(9%)

3.3 Additional services of the Consultant as described in Paragraph 1.4, if any, shall be compensated as follows:

SEE EXHIBIT "B" – FEE SCHEDULE

3.4 Reimbursable Expenses as defined in Article IV shall be reimbursed to the Consultant by the Owner as provided in Article IV.

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

ARTICLE IV

PAYMENTS TO THE CONSULTANT

4.1 CONSULTANT'S INVOICES

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

4.1.2 If payment is requested for services rendered by the Consultant pursuant to Paragraph 1.3 and 1.4, the invoice shall additionally reflect the allocations as provided in Paragraph 3.2 and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Consultant, which signature shall constitute the Consultant's representation to the Owner that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all obligations of the Consultant covered by prior invoices have been paid in full, and that, to the best of the Consultant's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Consultant that

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

payment of any portion thereof should be withheld. Submission of the Consultant's invoice for final payment and reimbursement shall further constitute the Consultant's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Consultant to, others, including its Consultants, incurred in connection with the Project, will be paid in full.

4.2 TIME FOR PAYMENT

4.2.1 The Owner shall make payment to the Consultant of all sums properly invoiced as provided in Paragraph 4.1, within forty-five (45) days of the Owner's receipt thereof. Upon receipt of the Consultant's invoice, the Owner shall review and notify the Consultant within 12 working days of receipt of any objection or modification of said invoice. Unless so notified, the invoice shall be deemed accepted and subject to payment provisions. If payment is not received by the Consultant from Owner within forty-five (45) days, the Consultant shall be permitted to charge interest for such outstanding invoices at the rate of 1/2% per month.

4.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

4.3.1 In the event that the Owner becomes credibly informed that any representations of the Consultant, provided pursuant to Subparagraph 4.1.2, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Contract, the Owner may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Contract, and the cause thereof, is corrected to the Owner's reasonable satisfaction. Furthermore, the Owner reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due the Consultant for a particular phase of the work until such time as the particular phase is completed to the Owner's satisfaction; said retainage may be withheld at the sole discretion of the Owner and as security for the successful completion of the Consultant's duties and responsibilities under this Contract.

4.4 REIMBURSABLE EXPENSES

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

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

4.4.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement; fees paid for securing approval of authorities having jurisdiction over the Project; actual cost of reproduction, postage and handling of drawings, specifications and other documents; renderings, models and mock-ups requested by the Owner; additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that required in the Request For Qualifications.

4.5 CONSULTANT'S RECORDS

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

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

ARTICLE V

TERM AND TERMINATION

5.1 TERM OF AGREEMENT

5.1.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of two (2) years from the date of execution hereof, unless and until terminated pursuant to Section 5.2 or 5.3, or other applicable sections of this Agreement. Unless otherwise terminated, this Agreement shall be renewable by the Owner provided that the Owner notifies Consultant of the intent to renew for one-year periods at least thirty (30) days prior to the termination date of the Agreement.

5.2 TERMINATION FOR CAUSE

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

5.3 TERMINATION BY THE OWNER WITHOUT CAUSE

5.3.1 This Agreement may be terminated by the Owner without cause upon five (5) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the Owner its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 4.1.

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

ARTICLE VI

MISCELLANEOUS PROVISIONS

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

6.1 GOVERNING LAW

6.1.1 This Agreement shall be governed by the laws of the State of Florida. Any and all legal action relating to this Agreement will be held in Broward County, Florida.

6.2 MEANING OF TERMS

6.2.1 Terms herein shall have the same meaning as those utilized in the Owner's standard Contract for Construction.

6.3 TIME IS OF THE ESSENCE

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

6.4 USE AND OWNERSHIP OF DOCUMENTS

6.4.1 All finished or unfinished documents, including, but not limited to, detailed reports, studies, plans, CAD drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the Owner or furnished by Consultant pursuant to this Project Agreement shall become the property of the Owner, whether the Project for which they are made is completed or not, and shall be delivered by Consultant to Owner within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The aforementioned CAD drawings will be given to the Owner in an AutoCAD (dwg) electronic format. The Consultant shall have the right to keep one record set of the documents upon completion of the Project, however, with the exception of marketing or similar self promotional uses, in no event shall the Consultant use, or permit to be used, any of the documents without the Owner's prior written authorization. Any reuse of such documents by the Owner without the written verification or adaptation by the Consultant for the specific purpose intended will be at the Owner's sole risk.

6.4.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, or other data, entered into by the Consultants for a Project shall provide that all such documents and rights obtained by virtue of such subcontracts shall become the property of the Owner.

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

6.5 SUCCESSORS AND ASSIGNS

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

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

6.6 NO THIRD-PARTY BENEFICIARIES

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

6.7 INSURANCE

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

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

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

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

6.7.5 **Professional Liability.** Consultant agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$1,000,000** Per Occurrence **\$1,000,000** Annual Aggregate. Consultant agrees to notify the Owner when its Self-Insured Retention (SIR) exceeds **\$25,000**. When a SIR exceeds **\$25,000**, the Owner reserves the right, but not the obligation, to review the Consultant's most recent annual financial report or audited financial statements to determine the Consultant's financial capacity to satisfy its SIR. When the Consultant's policy is written on a "Claims-Made" basis, the Consultant agrees to maintain a Retroactive Date prior to or equal to the effective date of this Project Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

(SERP) during the life of this Project Agreement, Consultant agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve CONSULTANT of the obligation to provide replacement coverage.

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

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

6.7.8 **Certificate(s) of Insurance.** Consultant agrees to provide Owner a Certificate(s) of Insurance evidencing that all coverage, limits, self-insured retentions and endorsements, including renewals thereof, required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

CITY OF SUNRISE
Attn: Dick Cummings
Purchasing Division
3495 N. Hiatus Road, Suite 100
Sunrise, Florida 33351

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

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

6.7.11 **Right to Revise or Reject.** Owner reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage and endorsements based on insurance market conditions affecting the availability or affordability of

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the Owner reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally.

6.8 INDEMNIFICATION/HOLD HARMLESS

6.8.1 To the fullest extent permitted by law, the Consultant agrees to indemnify, and hold-harmless the City, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the Consultant, or persons employed or utilized by the Consultant in performance of the Agreement.

6.8.2 To the fullest extent permitted by law, the Consultant agrees to indemnify and hold-harmless the City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentional wrongful conduct, of the Consultant or persons employed or utilized by the Consultant in performance of the Agreement.

6.9 INDEPENDENT CONTRACTOR

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

6.10 NOTICES

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

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

FOR OWNER:

Planning and Development Director
City of Sunrise
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351
(954) 746-3288

WITH A COPY TO:

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

FOR CONSULTANT:

Mr. Bernard Zyscovich
Zyscovich, Inc.
100 N. Biscayne Boulevard, 27th Floor
Miami, Florida 33132-2304
(305) 372-5222

6.11 ENTIRE AGREEMENT

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

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

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

CITY OF SUNRISE

By: _____
Roger B. Wishner, Mayor

Date: _____

AUTHENTICATION:

Felicia M. Bravo, City Clerk

Date: _____

(SEAL)

Approved as to form and legal sufficiency:

Office of the City Attorney for Sunrise, Florida
10770 West Oakland Park Boulevard
Sunrise, Florida 33351
Telephone: (954) 746-3300

By: _____
Stuart R. Michelson
City Attorney

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

CONSULTANT

ZYSCOVICH, INC.

By: _____

(Print Name)

_____ day of _____, 20__.

AUTHENTICATE:

Secretary

Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"

FEE SCHEDULE

Principal	\$250.00
Project Manager	\$150.00
Architect	\$125.00
Interior Designer	\$75.00
Clerical	\$65.00

STANDARD AGREEMENT BETWEEN OWNER AND CONSULTANT

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

SPATIAL NEEDS ASSESSMENT AND MASTER PLANNING

NEW CITY HALL

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

ARTICLE I

THE CONSULTANT'S BASIC DUTIES TO THE OWNER

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

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

1.3 SPATIAL NEEDS ASSESSMENT

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

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

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

- 1.3.3 The Consultant shall participate in an initial meeting(s), with representatives of the City, to review the proposed project and to establish project schedules for specific tasks.
- 1.3.4 The Consultant shall conduct an analysis of the routine operations of the identified entities in order to fully understand their function, operations and the respective interaction, relationship, adjacency priorities and potential of joint use facilities.
- 1.3.5 The Consultant shall conduct a detailed Spatial Needs Assessment, providing documentation as to current and future needs; future need being defined as those anticipated for the years 2015 and 2020, and the current need being defined as the year 2009. The process for obtaining this information shall consist of a two-part effort; a detailed questionnaire and on-site interviews with the staff of the various departments/entities as determined by the City.
- 1.3.6 The Consultant shall consider and provide documentation to the extent possible, current and future staffing level projections and their spatial need impact upon future needs of facilities.
- 1.3.7 Based upon the recommendations related to facility size, the Consultant shall identify the land area needed for the building, associated parking and related site requirements, such as stormwater retention, parking areas, landscape requirements and building setback requirements. All identified development options will be verified to be able to be supported by the identified site with site diagrams included within the report.
- 1.3.8 The Consultant shall prepare a detailed report, which shall contain recommendations relative to potential solutions, and shall include up to three (3) alternative recommendations as to the size and associated potential costs of each such alternative. Ten (10) copies of this report shall be issued to the City for review and consideration.
- 1.3.9 The Consultant shall present to the City the results and recommendations of the Spatial Needs Assessment. This may include both public and private meetings and/or workshops.
- 1.3.10 The Consultant shall issue a draft report to the City for review and comment within a period of ninety (90) days from notice to proceed. The final report will be issued to the City within thirty (30) days from receipt of the City's review comments.

1.4 MASTER PLANNING

- 1.4.1 Based upon the information obtained during development of the Spatial Needs Assessment, the Consultant shall participate in a meeting(s) with representatives of the City. The premise of this meeting shall be to obtain consensus as to the appropriate land utilization of the City-designated property and the proposed facility as determined by the City.
- 1.4.2 Based upon the accepted Development Alternative, the Architects shall prepare a Master Plan Document of the selected sites, illustrating:

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

- 1.4.2.1 Proposed land utilization of the selected site.
 - 1.4.2.2 Location and general configuration of “current need” facilities.
 - 1.4.2.3 Areas of potential expansion for future needs.
 - 1.4.2.4 Location of vehicles access and egress, both staff and public.
 - 1.4.2.5 Pedestrian areas and site circulation.
 - 1.4.2.6 Vehicle Parking Areas.
 - 1.4.2.7 Area(s) designated for stormwater retention.
- 1.4.3 The Consultant shall prepare a final Master Plan Drawing of each site illustrative of the proposed recommended solutions and present them to the City.
- 1.4.4 Based upon the direction of the City on the selected “Development Option” contained within the Spatial Needs Assessment, the final Master Plan document will be delivered to the City within thirty (30) days from notice to proceed.

1.5 ADDITIONAL SERVICES

The following services of the Consultant are not included in Paragraphs 1.3 and 1.4, nor in Exhibit A, Scope of Services. Nevertheless, the Consultant shall provide such services as related to the project if authorized in writing by the Owner prior to the performance or furnishing of same, and, unless otherwise specified in this Contract, said services shall be paid for by the Owner as provided hereinafter.

1.5.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the Owner, or conduct feasibility studies, or assistance to the owner in the completion of grant applications.

1.6 SERVICE SCHEDULE

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

Authorized City Representative’s Initials: _____

Authorized Consultant Representative’s Initials: _____

1.7 PERSONNEL

1.7.1 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>
Bernard Zyscovich	President
Suria Yaffar	Principal

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

ARTICLE II

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

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

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

2.3 The Owner shall perform those duties set forth in Paragraphs 2.1 and 2.2 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the Work.

2.4 The Owner's review of any documents prepared by the Consultant or its Consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's 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.

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

ARTICLE III

BASIS OF COMPENSATION

3.1 The Owner shall compensate the Consultant for services rendered pursuant to Paragraph 1.3 and 1.4 and Exhibit A, Scope of Services, of this Agreement by payment of the fixed sum of: **\$99,000.00**

3.2 Payment to the Consultant of the sum set forth in paragraph 3.1 shall be allocated as follows:

Spatial Needs Assessment and Master Planning:	\$78,750	(80%)
Engineering:	\$12,000	(12%)
Cost Estimating:	\$8,250	(8%)

3.3 Additional services of the Consultant as described in Paragraph 1.4, if any, shall be compensated as follows:

SEE EXHIBIT "B" – FEE SCHEDULE

3.4 Reimbursable Expenses as defined in Article IV shall be reimbursed to the Consultant by the Owner as provided in Article IV.

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

ARTICLE IV

PAYMENTS TO THE CONSULTANT

4.1 CONSULTANT'S INVOICES

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

4.1.2 If payment is requested for services rendered by the Consultant pursuant to Paragraph 1.3 and 1.4, the invoice shall additionally reflect the allocations as provided in Paragraph 3.2 and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Consultant, which signature shall constitute the Consultant's representation to the Owner that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all obligations of the Consultant covered by prior invoices have been paid in full, and that, to the best of the Consultant's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Consultant that

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

payment of any portion thereof should be withheld. Submission of the Consultant's invoice for final payment and reimbursement shall further constitute the Consultant's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Consultant to, others, including its Consultants, incurred in connection with the Project, will be paid in full.

4.2 TIME FOR PAYMENT

4.2.1 The Owner shall make payment to the Consultant of all sums properly invoiced as provided in Paragraph 4.1, within forty-five (45) days of the Owner's receipt thereof. Upon receipt of the Consultant's invoice, the Owner shall review and notify the Consultant within 12 working days of receipt of any objection or modification of said invoice. Unless so notified, the invoice shall be deemed accepted and subject to payment provisions. If payment is not received by the Consultant from Owner within forty-five (45) days, the Consultant shall be permitted to charge interest for such outstanding invoices at the rate of 1/2% per month.

4.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

4.3.1 In the event that the Owner becomes credibly informed that any representations of the Consultant, provided pursuant to Subparagraph 4.1.2, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Contract, the Owner may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Contract, and the cause thereof, is corrected to the Owner's reasonable satisfaction. Furthermore, the Owner reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due the Consultant for a particular phase of the work until such time as the particular phase is completed to the Owner's satisfaction; said retainage may be withheld at the sole discretion of the Owner and as security for the successful completion of the Consultant's duties and responsibilities under this Contract.

4.4 REIMBURSABLE EXPENSES

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

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

4.4.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement; fees paid for securing approval of authorities having jurisdiction over the Project; actual cost of reproduction, postage and handling of drawings, specifications and other documents; renderings, models and mock-ups requested by the Owner; additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that required in the Request For Qualifications.

4.5 CONSULTANT'S RECORDS

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

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

ARTICLE V

TERM AND TERMINATION

5.1 TERM OF AGREEMENT

5.1.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of two (2) years from the date of execution hereof, unless and until terminated pursuant to Section 5.2 or 5.3, or other applicable sections of this Agreement. Unless otherwise terminated, this Agreement shall be renewable by the Owner provided that the Owner notifies Consultant of the intent to renew for one-year periods at least thirty (30) days prior to the termination date of the Agreement.

5.2 TERMINATION FOR CAUSE

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

5.3 TERMINATION BY THE OWNER WITHOUT CAUSE

5.3.1 This Agreement may be terminated by the Owner without cause upon five (5) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the Owner its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 4.1.

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

ARTICLE VI

MISCELLANEOUS PROVISIONS

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

6.1 GOVERNING LAW

6.1.1 This Agreement shall be governed by the laws of the State of Florida. Any and all legal action relating to this Agreement will be held in Broward County, Florida.

6.2 MEANING OF TERMS

6.2.1 Terms herein shall have the same meaning as those utilized in the Owner's standard Contract for Construction.

6.3 TIME IS OF THE ESSENCE

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

6.4 USE AND OWNERSHIP OF DOCUMENTS

6.4.1 All finished or unfinished documents, including, but not limited to, detailed reports, studies, plans, CAD drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the Owner or furnished by Consultant pursuant to this Project Agreement shall become the property of the Owner, whether the Project for which they are made is completed or not, and shall be delivered by Consultant to Owner within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The aforementioned CAD drawings will be given to the Owner in an AutoCAD (dwg) electronic format. The Consultant shall have the right to keep one record set of the documents upon completion of the Project, however, with the exception of marketing or similar self promotional uses, in no event shall the Consultant use, or permit to be used, any of the documents without the Owner's prior written authorization. Any reuse of such documents by the Owner without the written verification or adaptation by the Consultant for the specific purpose intended will be at the Owner's sole risk.

6.4.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, or other data, entered into by the Consultants for a Project shall provide that all such documents and rights obtained by virtue of such subcontracts shall become the property of the Owner.

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

6.5 SUCCESSORS AND ASSIGNS

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

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

6.6 NO THIRD-PARTY BENEFICIARIES

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

6.7 INSURANCE

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

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

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

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

6.7.5 **Professional Liability.** Consultant agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$1,000,000** Per Occurrence **\$1,000,000** Annual Aggregate. Consultant agrees to notify the Owner when its Self-Insured Retention (SIR) exceeds **\$25,000**. When a SIR exceeds **\$25,000**, the Owner reserves the right, but not the obligation, to review the Consultant's most recent annual financial report or audited financial statements to determine the Consultant's financial capacity to satisfy its SIR. When the Consultant's policy is written on a "Claims-Made" basis, the Consultant agrees to maintain a Retroactive Date prior to or equal to the effective date of this Project Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

(SERP) during the life of this Project Agreement, Consultant agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve CONSULTANT of the obligation to provide replacement coverage.

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

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

6.7.8 **Certificate(s) of Insurance.** Consultant agrees to provide Owner a Certificate(s) of Insurance evidencing that all coverage, limits, self-insured retentions and endorsements, including renewals thereof, required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

CITY OF SUNRISE
Attn: Dick Cummings
Purchasing Division
3495 N. Hiatus Road, Suite 100
Sunrise, Florida 33351

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

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

6.7.11 **Right to Revise or Reject.** Owner reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage and endorsements based on insurance market conditions affecting the availability or affordability of

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the Owner reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally.

6.8 INDEMNIFICATION/HOLD HARMLESS

6.8.1 To the fullest extent permitted by law, the Consultant agrees to indemnify, and hold-harmless the City, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the Consultant, or persons employed or utilized by the Consultant in performance of the Agreement.

6.8.2 To the fullest extent permitted by law, the Consultant agrees to indemnify and hold-harmless the City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentional wrongful conduct, of the Consultant or persons employed or utilized by the Consultant in performance of the Agreement.

6.9 INDEPENDENT CONTRACTOR

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

6.10 NOTICES

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

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

FOR OWNER:

Planning and Development Director
City of Sunrise
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351
(954) 746-3288

WITH A COPY TO:

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

FOR CONSULTANT:

Mr. Bernard Zyscovich
Zyscovich, Inc.
100 N. Biscayne Boulevard, 27th Floor
Miami, Florida 33132-2304
(305) 372-5222

6.11 ENTIRE AGREEMENT

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

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

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

CITY OF SUNRISE

By: _____
Roger B. Wishner, Mayor

Date: _____

AUTHENTICATION:

Felicia M. Bravo, City Clerk

Date: _____

(SEAL)

Approved as to form and legal sufficiency:

Office of the City Attorney for Sunrise, Florida
10770 West Oakland Park Boulevard
Sunrise, Florida 33351
Telephone: (954) 746-3300

By: _____
Stuart R. Michelson
City Attorney

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

CONSULTANT

ZYSCOVICH, INC.

By: _____

(Print Name)

_____ day of _____, 20__.

AUTHENTICATE:

Secretary

Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"

FEE SCHEDULE

Principal	\$250.00
Project Manager	\$150.00
Architect	\$125.00
Interior Designer	\$75.00
Clerical	\$65.00