

**AGREEMENT**

**Between**

**CITY of HALLANDALE BEACH, FLORIDA**

**and**

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**Hazen and Sawyer**

**for**

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**RFP #FY 2015-2016-025 Design High Service Pumps and Transfer Pumps**

This is an Agreement, made and entered into by and between: the CITY OF HALLANDALE BEACH (the "CITY"), a Florida municipal corporation,

AND

Hazen and Sawyer, a Florida corporation, hereinafter referred to as "CONSULTANT" (Hazen and Sawyer).

WHEREAS, at the March 15, 2017 City Commission Meeting the City Commission adopted Resolution # 2017-32 awarding services to Hazen and Sawyer as a result of RFP #FY2015-2016-025 Design High Service Pumps and Transfer Pumps awarded at the January 15, 2017 City Commission Meeting by the City Commission by adopting Resolution #2017-06; authorizing the City Manager to execute an agreement with Hazen and Sawyer for the services stipulated in the agenda and Hazen and Sawyer's Proposal "Water Treatment Plant High Service Pumps Replacement-Phase 1", Exhibit A.

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

#### **ARTICLE 1**

##### **TERM**

The term of this Agreement shall begin on the date it is fully executed by last signing party and shall end after provided all services on Hazen and Sawyer's proposal of work "Water Treatment Plant High Service Pumps Replacement-Phase 1" (Exhibit A) provided, however, if the term of this Agreement extends beyond a single fiscal year of CITY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

1. At the March 15, 2017 City Commission Meeting the City Commission adopted Resolution # 2017-32 to Hazen and Sawyer as a result of RFP #FY2015-2016-025 Design High Service Pumps and Transfer Pumps awarded at the January 15, 2017 City Commission Meeting by the City Commission by adopting Resolution #2017-06; awarding services to Hazen and Sawyer as a result of RFP # FY 2013-2014-006 for

Continuing Services. The Contract value per such Resolution # 2017-32 shall not exceed three hundred ninety nine thousand nine hundred forty nine dollars (\$399,949).

## ARTICLE 2

### SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

The CITY has employed the CONSULTANT to provide all item included in Exhibit A ("Water Treatment Plant High Service Pumps Replacement-Phase 1").

#### COMMUNITY BENEFIT PLAN

CONSULTANT shall comply with the Community Benefit Plan (CBP) attached hereto as Exhibit "B".

The Consultant had committed to provide a benefit of **5%** (\$19,997.45) of the total cost of their contract. The Community Benefit Plan may include the following activities:

- Annual participation in Greefest for three years
- Annual participation in Coastal Cleanup
- Mentorship during Career Day at local schools for three years
- Summer (paid) internship for one high school student
- Use of art in public places on the high service pump station
- Participate in commission workshops for discussions of current environmental consideration, 2 experts on 3 occasions, 4 hours each at the request of the City.
- Generate door hangers to describe and promote the high service pumps project. The purpose will be to inform residents of the City's proactive investments of funds for replacement of critical infrastructure.

Within 60 days after contract execution, the Consultant will submit a more detailed Community Benefit Plan to the HOP Administrator with dollar values, quantities, time schedules and other information that allows for tracking and monitoring of progress.

#### Community Benefit Plan Monthly Reporting

Per CONSULTANT's proposal to the Community Benefit Plan (CBP) requirement, and pursuant to the terms of the Agreement, CONSULTANT must provide, on **quarterly** basis, and no later than the 1st of each month after quarter end, the CBP Reporting Form provided by the HOP Administrator (Exhibit C).

Information to be provided to:

George Rich, HOP Administrator  
Attn: HOP Administrator

City of Hallandale Beach  
Hepburn Center  
1000 N.W. 8<sup>th</sup> Avenue  
Hallandale Beach, Florida, 33009  
\*\*\* With a copy to the Project Manager(s)

Submission must be provided in a sealed envelope labeled as: Your Company Name; Bid/RFP # - Project Compliance and Monitoring Services, Monthly Community Benefit Plan Submission.

**Local City of Hallandale Beach Vendor Preference**

CONSULTANT has been granted LVP as per Proposal submitted Exhibit D. CONSULTANT includes in the attached Exhibit D and identifies the vendors that are going to be utilized through the LVP participation and delineate for each the specific elements of work each local vendor will be responsible for performing and the dollar value of work as a percentage of the total contract value.

**ARTICLE 3**  
**INDEMNIFICATION**

To the fullest extent permitted by law, the CONSULTANT agrees to indemnify and hold-harmless the City, its officers and employees from any claims, 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.

To the fullest extent permitted by law, the CONSULTANT agrees to indemnify and hold-harmless the City, its officers and employees from any claims, 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 intentionally wrongful conduct, of the CONSULTANT or persons employed or utilized by the CONSULTANT in performance of the Agreement.

CONSULTANT agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and

expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CONSULTANT, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT, upon written notice from CITY, shall defend such action or proceeding.

To the extent considered necessary by the City Attorney, any sums due to CONSULTANT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

In the event that any action or proceeding is brought by CONSULTANT against CITY, CONSULTANT hereby waives the right to a jury trial. Venue shall be Broward County, Florida. The provisions of this Article shall survive the expiration or early termination of this Agreement.

CONSULTANT acknowledges that it has received adequate consideration concerning the monetary limitation on the indemnification provided to City, which shall not be less than \$1 million per claim.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

#### **ARTICLE 4**

#### **PERSONNEL**

##### **4.1 Competence of Staff.**

In the event that any of CONSULTANT's employee is found to be unacceptable to the CITY,

including, but not limited to, demonstration that he or she is not qualified, the CITY shall notify the CONSULTANT in writing of such fact and the CONSULTANT shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

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**ARTICLE 5**  
**INSURANCE REQUIREMENTS**

**PROFESSIONAL SERVICES AGREEMENT**

CONSULTANT agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City'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 any resulting contract.

**Professional Liability:** CONSULTANT agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$1,000,000** Per Claim, **\$1,000,000** Annual Aggregate, or a **\$1,000,000** Combined Single Limit. When a self-insured retention (SIR) or deductible exceeds **\$25,000**, the City reserves the right, but not the obligation, to review and request a copy of the CONSULTANT's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT agrees to maintain a Retroactive Date prior to or equal to the effective date of any resulting contract. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of any resulting contract, 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.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, A DESIGN PROFESSIONAL WHO IS AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES AGREEMENT.

**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.

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

City of Hallandale Beach  
Attn: Risk Management Department  
400 S. Federal Highway  
Hallandale Beach, FL 33009

**Right to Revise or Reject:** CITY reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any

insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operate legally.

**ARTICLE 6**  
**COMPENSATION**

6.1 CITY agrees to pay CONSULTANT, in the manner specified in Section 6.2, the total amount of total amount of three hundred ninety nine thousand nine hundred forty nine dollars (\$399,949) for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by CONSULTANT as full compensation for all such work. It is acknowledged and agreed by CONSULTANT that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONSULTANT for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONSULTANT's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

6.2 **METHOD OF BILLING AND PAYMENT**

6.2.1 Payment shall be due within thirty (30) days of date stipulated on the invoice, provided, invoice is accepted for payment. Payment shall be made only for approved invoices. The CITY retains the right to delay or withhold payment for services which have not been accepted by the CITY.

6.3 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to



the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6.4 Payment shall be made to CONSULTANT at:

Hazen and Sawyer  
4000 Hollywood Boulevard, Suite 750N  
Hollywood FL 33021

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## **ARTICLE 7**

### **TERMINATION**

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause. This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the CITY Manager, which the CITY Manager

deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONSULTANT acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONSULTANT, for CITY's right to terminate this Agreement for convenience, and that CONSULTANT shall not be entitled to any consequential damages or loss of profits.

## **ARTICLE 8** **MISCELLANEOUS**

### **8.1 RIGHTS IN DOCUMENTS AND WORK**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONSULTANT grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONSULTANT to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.

### **8.2 AUDIT RIGHT AND RETENTION OF RECORDS**

CITY shall have the right to audit the books, records, and accounts of CONSULTANT and its subcontractors that are related to this Project. CONSULTANT and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONSULTANT and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONSULTANT or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONSULTANT and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's and its subcontractors' records, CONSULTANT and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONSULTANT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

If the CONSULTANT has questions regarding the application of Chapter 119, Florida Statutes, to the CONSULTANT'S duty to provide public records relating to the Agreement, contact the custodian of public records at [City Clerk Office@hallandalebeachfl.gov](mailto:City_Clerk_Office@hallandalebeachfl.gov); City of Hallandale Beach, City Hall, 400 South Federal Highway, Hallandale Beach, FL 33009, 954-457-1340.

### 8.3 **PUBLIC ENTITY CRIME ACT**

CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONSULTANT, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

### 8.4 **INDEPENDENT CONSULTANT**

CONSULTANT is an independent CONSULTANT under this Agreement. In providing the services, neither CONSULTANT nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONSULTANT or CONSULTANT's agents any authority of any kind to bind CITY in any respect whatsoever.

### 8.5 **THIRD PARTY BENEFICIARIES**

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this

Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6 **NOTICES**

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

**City of Hallandale Beach**

Roger Carlton, City Manager  
400 South Federal Highway  
Hallandale Beach, FL 33009

**With Copy to:**

Steven Parkinson  
Attn: Public Works Department  
630 NW 2<sup>nd</sup> Street  
Hallandale Beach, FL 33009

**And:**

Jennifer Merino, City Attorney  
400 South Federal Highway  
Hallandale Beach, FL 33009

**Consultant:**

Hazen and Sawyer

Patricia A. Carney, Vice President  
4000 Hollywood Boulevard, Suite 750N  
Hollywood FL 33021

8.7 **ASSIGNMENT AND PERFORMANCE**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONSULTANT of this Agreement or any right or interest herein without CITY's written consent.

CONSULTANT represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.8 **CONFLICTS**

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

In the event CONSULTANT is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONSULTANT agrees to

require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONSULTANT.

8.9 **MATERIALITY AND WAIVER OF BREACH**

CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.10 **COMPLIANCE WITH LAWS**

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.11 **SEVERANCE**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.12 **JOINT PREPARATION**

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than

the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**8.13 PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

**8.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward CITY, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

**8.15 AMENDMENTS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONSULTANT or others delegated authority to or otherwise authorized to execute same on their behalf.



8.16 **PRIOR AGREEMENTS**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8.17 **PAYABLE INTEREST**

8.17.1. Payment of Interest. CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONSULTANT waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

8.17.2. Rate of Interest. In any instance where the prohibition or limitations of Section 8.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

8.18 **INCORPORATION BY REFERENCE**

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits 1 ("Water Treatment Plant High Service Pumps Replacement-

Phase 1) and Exhibit 2 (Community Benefit Plan) are incorporated into and made a part of this Agreement.

Exhibits 1 - "Water Treatment Plant High Service Pumps Replacement-Phase 1

Exhibit 2 (Community Benefit Plan)

**8.19 REPRESENTATION OF AUTHORITY**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**8.20 MULTIPLE ORIGINALS**

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

**ARTICLE 9**

**NONDISCRIMINATION, EQUAL OPPORTUNITY**

**AND AMERICANS WITH DISABILITIES ACT**

9.1 CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual

orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

CONSULTANT shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

## 9.2 Domestic Partner Benefits Requirement

CONTRACTOR certifies, and has provided the Domestic Partnership Certification Form, that it would provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

CONTRACTOR shall comply with the applicable provisions of this section.

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- (iii) The City may terminate the Contract if the Contractor fails to comply with this section.
- (iv) The City may retain all monies due or to become due until the Contractor complies with this section.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by Commission action on 15th, day of, March, 2017, and Hazen and Sawyer, signing by and through its Vice President duly authorized to execute same.

**CITY**

CITY OF HALLANDALE BEACH

By [Signature]  
Roger M. Carlton, City Manager

ATTEST:

[Signature]  
CITY CLERK

Approved as to legal sufficiency and form by  
CITY ATTORNEY

[Signature]  
Jennifer Merino, City Attorney


CONSULTANT MUST EXECUTE THIS AGREEMENT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

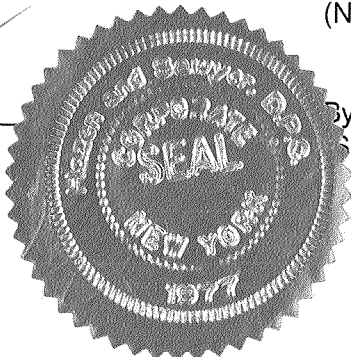
If the Company President does not sign the Agreement, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

**CONSULTANT**

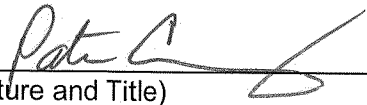
ATTEST:

  
\_\_\_\_\_  
(Secretary)



(Corporate Seal)

Hazen and Sawyer  
(Name of Corporation)

By   
\_\_\_\_\_  
(Signature and Title)  
Patricia A. Carney, P.E.  
Vice President

Robert B. Taylor, Jr., P.E.  
Vice President

(Type Name and Title Signed Above)

13th Day of April, 2017.

(If not incorporated sign below).

CONSULTANT

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WITNESSES:

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(PRESIDENT OR VICE-PRESIDENT)

\_\_\_\_\_  
(PRINT NAME)

**NOTARY SEAL**



Hazen and Sawyer  
4000 Hollywood Boulevard, Suite 750N • Hollywood, FL 33021 • 954.987.0066

**CITY OF HALLANDALE BEACH  
RFP #FY2015-2016-025**

**HAZEN AND SAWYER**

**Water Treatment Plant High Service Pumps Replacement  
Phase 1**

**BACKGROUND**

The CITY has successfully maintained the water treatment plant's high service pumps (HSPs). However, this equipment is nearing the end of useful life. The CITY previously retained CONSULTANT to complete the conceptual evaluation of the replacement of the HSPs. The CITY has decided to install four HSPs equipped with variable frequency drives as described in the conceptual evaluation and CONSULTANT's response to RFP #FY2015-2016-025. This Scope of Work presents the services CONSULTANT shall provide the CITY for the design, permitting, assistance with bidding and construction oversight assistance for the replacement of the HSPs.

**SCOPE OF SERVICES**

**TASK 1 – DESIGN**

CONSULTANT shall prepare detailed design drawings and technical specifications that detail the character and extent of the project. The key elements of the design are as follows:

- Scope Definition:
  - The design scope for the HSPs shall be as defined in the memorandum titled "High Service Pumps Evaluation" dated May 7, 2014.
  - The design documents will include removals of existing equipment, piping, electrical, and structural components as required for a complete and operable project. The design will include design of new pumps, piping, valves, controls, electrical, structural, architectural, mechanical, civil, HVAC, and any other upgrades required for a complete and operable system. Hazen will prepare plans, specification, and a construction cost estimate, and will develop prequalification criteria and prequalification form.
- 50% and 90% Submittals:
  - Plan reviews will be submitted to the CITY staff for review at the 50 percent and 90 percent stages of the design process. Three weeks will be given at each stage for the City's review. Bid specifications and related documents will be prepared by Hazen, but the final complete documents will be put together by CITY staff and in the general standard form of the CITY. Three hard copies of the plans, specifications, and related documents will be submitted at each stage and all digital files on a thumb drive.
  - Construction cost estimate at the 50 percent stage shall be Class 3 as defined by AACE Internal. Construction cost estimate at the 90 percent stage shall be Class 2 as defined by AACE Internal.
- 100% Submittal:
  - One (1) full, unbound, single-sided hard copy specification set sized to 8½" x 11", with the standard City of Hallandale Beach cover identifying the CIP number.
  - Electronic specification files in Microsoft Word format and Adobe Acrobat (PDF)
  - Five (5) full size set plans (22" x 34") signed and sealed
  - One (1) full size set scanned imaged in Adobe Acrobat (PDF)

- Electronic files in Autodesk AutoCAD DWG and DWF format
- AutoCAD drawing files will be exported out of AutoCAD using eTransmit function so that any special or custom font files, pen setting files, xrefs, etc. are included
- All electronic files will be copied to two (2) thumb drives, and the different file types (i.e., \*.dwg, \*.dwf, \*.pdf, \*.doc) will be organized into named folders (i.e., DWGs, DWFs, PDFs, DOCs)

## **TASK 2 – PERMITTING**

CONSULTANT shall coordinate and attend meetings with the following regulatory agencies to discuss the requirements for acquiring pre-bid construction permits for this project:

- Broward County Environmental Protection and Growth Management (BCEPGMD)
- Broward County Health Department (BCHD)
- City of Hallandale Beach Building Department "dry run"

CONSULTANT shall coordinate contact with these agencies. CONSULTANT shall prepare permit applications the BCEPGMD and the BCHD. Permit application submittal shall include submittal of signed and sealed drawings, specifications and completed application forms.

CONSULTANT shall prepare responses to the regulatory agencies request for additional information (RAI) regarding each permit application referenced above.

CONSULTANT shall meet with the City of Hallandale Beach Building Department to review the drawings and technical specifications. The City of Hallandale Beach Building Department will perform a "dry run" review of the 100% design documents.

CONSULTANT shall provide responses associated with meeting with the CITY's Building Department and responding to its requests for additional information.

## **TASK 3 – BID SERVICES**

CONSULTANT shall provide the following services during bidding:

- Pre-Qualification of Construction Bidders: CONSULTANT shall assist with the pre-qualification process of the constructions bidders. The consultant shall recommend criteria for pre-qualification process, minimum qualification and experience. CONSULTANT shall review all bidders' pre-qualifications applications and make recommendation to staff.
- Pre-bid meeting: CONSULTANT shall attend a pre-bid meeting for the construction project. The meeting shall be held at the Water Treatment Plan.
- Revisions to Scope and Addendums: CONSULTANT shall answer questions and provide any revisions to scope of work that may result through vendor inquiries during the bidding process.

CITY's responsibilities during bidding include the following:

- Reproduce and distribute bid documents to Contractors requesting documents;
- Maintain a list of plan holders;
- Issue addenda to plan holders; and
- Provide CONSULTANT with a copy of the bid tabulation prepared by the CITY.



#### **TASK 4 – CONSTRUCTION SERVICES**

The CITY will provide overall project management and coordination between the CITY, Contractor and CONSULTANT. The CITY will provide for continuous inspection services of the HSP and associated equipment installation. Services to be provided by CONSULTANT shall be as follows:

- 4.1 Pre-Construction Meeting: CONSULTANT shall chair a pre-construction meeting to be held at the Water Treatment Plant located at 630 NW 2nd Street, Hallandale Beach, Florida 33009.
- 4.2 Shop Drawings: CITY will receive and log submittals from the Contractor. CITY will forward technical submittals for CONSULTANT's review. CONSULTANT shall review technical submittals and provide CITY the technical review electronically for return to the Contractor. CITY will review other submittals that the Contractor is required to submit. This scope of services assumes up to 60 submittals will require CONSULTANT's technical review.
- 4.3 Construction Progress Meetings: CONSULTANT shall participate in bi-weekly construction meetings/inspections with the Contractor and CITY at the project site.
- 4.4 Certifications: CONSULTANT shall provide signed and sealed completion certification statement/letters required by the Broward County Health Department to certify that the project has been completed in substantial accordance with the contract documents and request permission to place the facility into service.
- 4.5 Request for Information Response: CONSULTANT shall provide interpretations of the contract documents, plans and specifications. CONSULTANT shall respond to contractor requests for information (RFI).
- 4.6 On-site Observations: CONSULTANT shall perform periodic site-visits by civil, mechanical, electrical, structural, and instrumentation engineers during construction to confirm that the work is in substantial compliance with the contract documents, plans and specifications.
- 4.7 Change Documentation: CONSULTANT shall develop and process field orders, work change directives, and construction contract change orders.
- 4.8 Contractor Pay Applications: CONSULTANT shall review and process contractor pay applications.
- 4.9 Startup Assistance: CONSULTANT shall provide startup assistance for field testing of the following:
  - 1) pumps;
  - 2) electrical components and
  - 3) control system.Startup assistance shall include the following:
  - Confirm instrument calibration and obtain copies of contractor calibration sheets
  - Witness signal loop checks
  - Witness control strategies tests
  - Witness proper functioning of operator work station graphic displays, including: 1) activation of alarm set points; 2) historian data collection and automatic creation of charts for run time, cumulative flow and other key data; and 3) graphic displays match approved shop drawings and specified features are functional
  - Verify function of daily, monthly, and other specified reports (pump run time)
  - Confirm electrical equipment protection settings
  - Operational testing of all pumps
- 4.10 Final Inspections and Punch Lists: CONSULTANT shall conduct final inspections to ensure compliance with the Contract Documents, plans and specifications. CONSULTANT shall prepare a

punch list of uncompleted and unsatisfactory work. The contractor will address each item. Hazen will periodically update and the issue the punch list as the contractor makes progress in addressing items on the list.

- 4.11 Certificate of Substantial Completion: CONSULTANT shall prepare and issue the certificate of substantial completion.
- 4.12 Final Contractor Payment Approval: CONSULTANT shall provide written approval of the final payment to the contractor.
- 
- 4.13 Record Drawings. CONSULTANT shall prepare record drawings that incorporate the Contractor's redline markups. The record drawings shall be CAD files in AutoCad (.dwg) and Adobe (.pdf) formats.

## ASSUMPTIONS

The following assumptions were made in preparation of the above scope:

1. Disposition of New Pump: The new HSP recently installed by the CITY will be turned over to the CITY for spare parts.
2. Temporary Power to Existing High Service Pumps and MCC-2: The Contract Documents shall define the Contractor's responsibility for design of a temporary electrical system to allow removal of MCC-1 while maintaining power to the existing high service pumps and the equipment connected to MCC-2. The Contractor shall provide a shop drawing submittal of its design that is signed and sealed by a professional engineer registered in the State of Florida. The Contract Documents shall define the Contractor's responsibility to obtain permits for the temporary system.
3. Temporary High Service Pump Station: The Contract Documents shall define the Contractor's responsibility for design of a temporary high service pump station with a capacity sufficient to remove all existing high service pumps from service. The Contractor's design shall include temporary electrical, controls, piping, valves and site work needed for a complete and operable system. The Contractor shall provide a shop drawing submittal of its design that is signed and sealed by a professional engineer registered in the State of Florida. The Contract Documents shall define the Contractor's responsibility to obtain permits for the temporary system.
4. City Inspector: In accordance with the City's normal practice, the City of Hallandale Beach will provide an inspector during construction. The City of Hallandale Beach's inspector will document construction in daily, written reports and digital photographs. The City of Hallandale Beach will electronically transmit the daily reports to Hazen on a periodic basis.
5. Existing pad mounted transformer 2 (located near the Generator Building) is already wired to Florida Power and Light (FPL) power supply. Hence, design of a new FPL power feed is not required.
6. Permitting comments from regulatory agencies will be incorporated in the design documents after the 100% design submittal and prior to bid.
7. Broward County Environmental Protection and Growth Management Department requires a lead survey and an asbestos survey prior to the demolition. CITY will retain a specialist to perform the lead and asbestos surveys and document the findings in reports.
8. CITY will provide the 100% design documents to the Building Department for a "dry run" review.
9. The Front End documents (Contract Requirements) will be prepared by CITY.
10. CITY will incorporate Front End documents to produce Bid Documents (CONSULTANT will provide a pdf version of the technical specifications for CITY's use).
11. The CITY will pay for all permitting fees.
12. Fifteen calendar days of review time for CITY have been provided for in CONSULTANT's time of performance.
13. A survey or a geotechnical report is assumed to not be required for permitting.
14. CITY will pay for permit application fees.
15. The design documents will be prepared as a single construction project.
16. Numbering of technical specification sections shall follow CONSULTANT's normal practice.
17. A construction field office for the Engineer's use is not required under this project.
18. The CITY will maintain a hard (or digital) copy of all shop drawings at the WTP for CONSULTANT's use during construction.

19. The design of this project assumes that existing building upgrades to meet current Building Codes, outside of major design elements noted, are not required.
20. The design of this project assumes that electrical upgrades are limited to the plant high service pumping facilities.
21. CITY will review and approve payment applications by Contractor.
22. CITY will provide daily routine inspections of project. CITY will send summary email with photos to CONSULTANT.

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23. CONSULTANT shall specify that the proposed high service pumps shall be factory tested and that a report be issued documenting the results of the factory testing and factory test pump curves. CONSULTANT attendance of the pump factory test is not included in the scope of services. If desired by the CITY, the CITY can witness the factory pump testing. In this case, the specification will require that the CONTRACTOR pay for the per diem, travel and lodging expenses for one person from the CITY to attend the pump factory test.
24. The manufacturer supplied equipment, valves, instruments and controls operations and maintenance manuals will be supplied by the Contractor in Adobe Acrobat PDF format.
25. The CITY will perform bacteriological clearance testing required by the Broward County Health Department.
26. Materials testing called for in the specifications, such as concrete slump testing, asphalt compaction testing, etc. shall either be performed by the CITY's laboratory or by a testing lab retained by the Contractor. The CITY will decide which approach it wants to follow.

**SCHEDULE OF COMPLETION**

The Schedule for the major work tasks is summarized below.

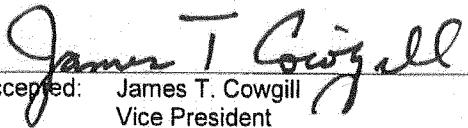
Task	Description	Duration for task/subtask (days)	Calendar Days From Notice To Proceed
1	Design		
	• 50% Design	120	120
	• City Review of 50% Design	20	140
	• 90% Design	100	240
	• City Review of 90% Design	20	260
	• 100% Design	20	280
2	Permitting	80	360
3	Bid Services	60	420
4	Construction Services	365	785

**COMPENSATION**

Compensation shall be made to CONSULTANT as indicated in the table below.

Task	Description	Compensation Type	Fee With PCard
1	Design	Lump Sum	\$216,197
2	Permitting	Lump Sum	\$21,630
3	Bid Services	Lump Sum	\$15,553
4	Construction Services	Not to Exceed	\$146,569
<b>TOTAL (not-to-exceed)</b>			<b>\$399,949</b>

**AUTHORIZATION - HAZEN AND SAWYER, P.C.**

Accepted:   
 James T. Cowgill  
 Vice President

Date: 2/10/2017

Fee Estimate



City of Hallandale Beach

RFP #FY2015-2016-025

Water Treatment Plant High Service Pumps Replacement  
Phase 1

Task	Description	Vice President	Senior Associate	Associate	Principal Engineer	Senior Designer	Total Hours	Labor Cost (without P Card)	Labor Cost (with P Card 3% Administrative Fee)
<b>Labor</b>									
<b>1</b>	<b>Design</b>	<b>0</b>	<b>220</b>	<b>340</b>	<b>220</b>	<b>725</b>	<b>1,505</b>	<b>\$209,900</b>	<b>\$216,197</b>
	50% Design	0	100	200	80	375	755	\$104,900	
	90% Design	0	100	120	120	300	640	\$89,400	
	100% Design	0	20	20	20	50	110	\$15,600	
<b>2</b>	<b>Permitting</b>	<b>0</b>	<b>18</b>	<b>72</b>	<b>0</b>	<b>42</b>	<b>132</b>	<b>\$21,000</b>	<b>\$21,630</b>
	BCEPGMD	0	6	24	0	12	42	\$6,800	
	BCHD	0	8	24	0	18	50	\$7,800	
	Building Dept	0	4	24	0	12	40	\$6,400	
<b>3</b>	<b>Bid Services</b>	<b>0</b>	<b>24</b>	<b>40</b>	<b>0</b>	<b>30</b>	<b>94</b>	<b>\$15,100</b>	<b>\$15,553</b>
	Consultant Services During Bidding	0	24	40	0	30	94	\$15,100	
<b>4</b>	<b>Construction Services</b>	<b>0</b>	<b>359</b>	<b>358</b>	<b>0</b>	<b>28</b>	<b>745</b>	<b>\$142,300</b>	<b>\$146,569</b>
4.1	Pre-Construction Meeting	0	8	0	0	0	8	\$1,700	
4.2	Shop Drawings	0	83	160	0	0	243	\$46,500	
4.3	Construction Progress Meetings	0	44	0	0	0	44	\$8,900	
4.4	Certifications	0	12	0	0	0	12	\$2,500	
4.5	Request for Information Response	0	16	48	0	0	64	\$12,200	
4.6	Discipline Observations	0	96	0	0	0	96	\$19,400	
4.7	Change Documentation	0	8	26	0	0	34	\$6,500	
4.8	Contractor Pay Applications	0	0	24	0	0	24	\$4,500	
4.9	Startup Assistance	0	40	80	0	0	120	\$23,000	
4.10	Final Inspections and Punch Lists	0	40	0	0	0	40	\$8,100	
4.11	Certificate of Substantial Completion	0	4	0	0	0	4	\$900	
4.12	Final Contractor Payment Approval	0	4	0	0	0	4	\$900	
4.13	Record Drawings	0	4	20	0	28	52	\$7,200	
	<b>TOTAL</b>	<b>0</b>	<b>262</b>	<b>452</b>	<b>220</b>	<b>797</b>	<b>1,731</b>	<b>\$388,300</b>	<b>\$399,949</b>
	<b>Fee Rates (\$/HR)</b>	<b>Vice President</b>	<b>Senior Associate</b>	<b>Associate</b>	<b>Principal Engineer</b>	<b>Senior Designer</b>			
	average rate	75.00	65.00	60.00	51.00	30.00			
3.100	W/ Multiplier (\$/HR)	232.50	201.50	186.00	158.10	93.00			

Our Community Business Plan for this project commits **5%** of our total fee to the community. We propose to achieve this 5% through the following philanthropic activities:

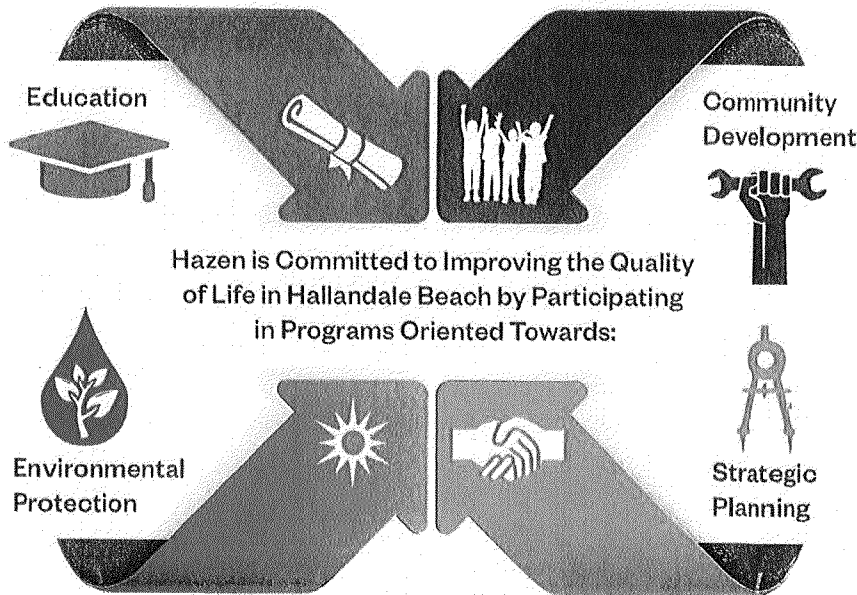
No.	Activity	Estimated Value
1	Annual participation in Greenfest - \$1,000 * 3 years = \$3,000 sponsorship plus 4 individuals, 2 hours each for each of 3 years, estimated value to City	\$4,000
2	Annual participation in Coastal Cleanup – 6 individuals, 2 hours each for each of 3 years, estimated value to City	\$3,000
3	Mentorship during Career Day at local schools – 2 individuals, 8 hours each for each of 3 years, estimated value to City	\$5,000
4	Summer internship for one high school student – up to 400 hours* \$10/hr	\$4,000
5	Use of art in public places on the high service pump station	\$5,000
6	Participate in commission workshops for discussions of current environmental consideration, 2 experts on 3 occasions, 4 hours each (estimated)	\$6,000
7	Generate door hangers to describe and promote the high service pump project. These door hangers will be provided to the City for distribution. The purpose will be to inform residents of the City's proactive investment of funds for replacement of critical infrastructure	\$5,000



Sample door hangers – project specific.

**= 5%**

All values provided in the plan are estimated and will be tracked and logged with actual participation values for submission to the City annually. Hazen's objective is to provide a sustainable, tangible impact to the community throughout the project. Furthermore, Hazen intends to continue participating in community programs with and for the City for the long term, following completion of this project.

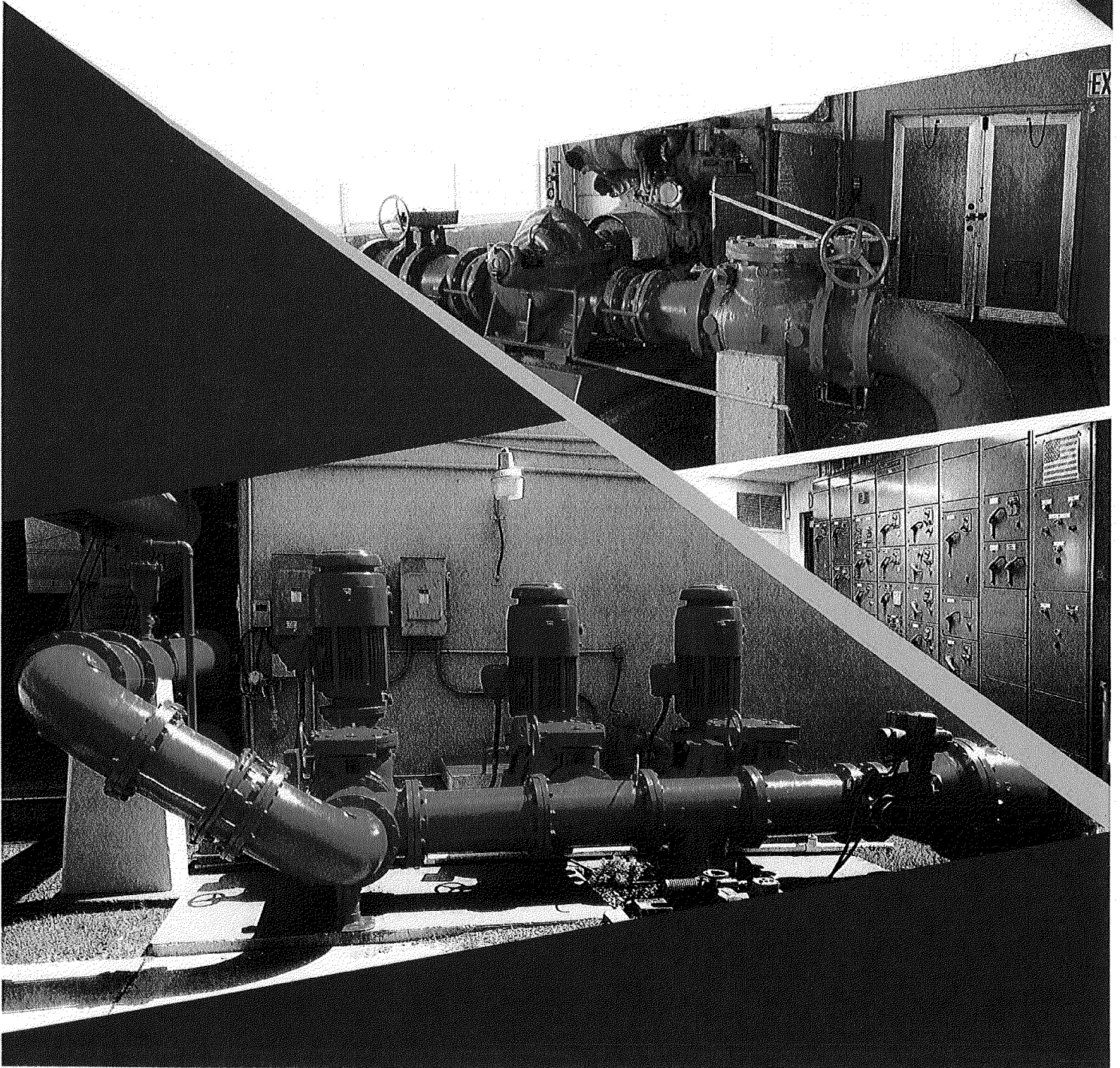


4025-107



*Exhibit B*

13 Community Benefit Plan





## Section 13

# Community Benefit Plan

Hazen has historically participated in City-sponsored and community-based outreach organizations on multiple levels for the City of Hallandale Beach. Most recently, our firm provided eight volunteers to the Coastal Cleanup.



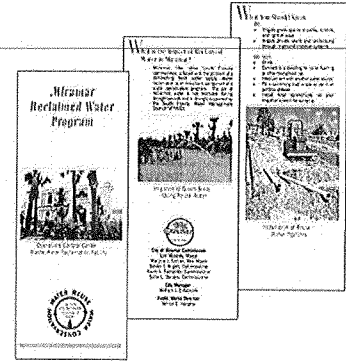
Our firm also previously sponsored the *GreenFest* event for the City (\$1,000), and we provided a table with giveaways and education for the citizens. Our participation in these events is natural; we have been actively engaged in the Broward Community since our opening in Hollywood, Florida.



03/21/10/7

Our Community Business Plan for this project commits **5%** of our total fee to the community. We propose to achieve this 5% through the following philanthropic activities:

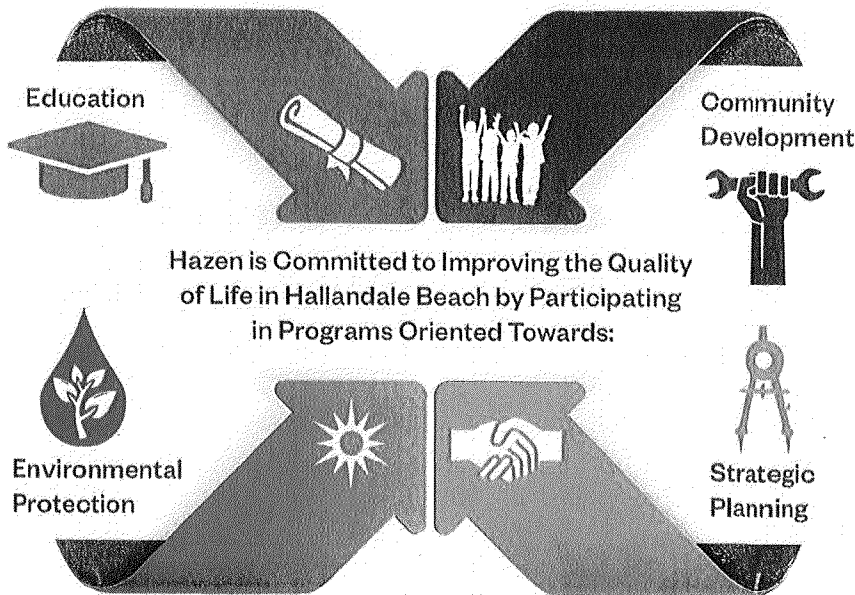
No.	Activity	Estimated Value
1	Annual participation in Greenfest - \$1,000 * 3 years = \$3,000 sponsorship plus 4 individuals, 2 hours each for each of 3 years, estimated value to City	\$3,000 \$4,000
2	Annual participation in Coastal Cleanup – 6 individuals, 2 hours each for each of 3 years, estimated value to City	\$3,000
3	Mentorship during Career Day at local schools – 2 individuals, 8 hours each for each of 3 years, estimated value to City	\$5,000
4	Summer internship for one high school student – up to 400 hours* \$10/hr	\$4,000
5	Use of art in public places on the high service pump station	\$5,000
6	Participate in commission workshops for discussions of current environmental consideration, 2 experts on 3 occasions, 4 hours each (estimated)	\$6,000
7	Generate door hangers to describe and promote the high service pump project. These door hangers will be provided to the City for distribution. The purpose will be to inform residents of the City's proactive investment of funds for replacement of critical infrastructure.	\$5,000



Sample door hangers – project specific.

**= 5%**

All values provided in the plan are estimated and will be tracked and logged with actual participation values for submission to the City annually. Hazen's objective is to provide a sustainable, tangible impact to the community throughout the project. Furthermore, Hazen intends to continue participating in community programs with and for the City for the long term, following completion of this project.



10/21/15-637

## Previous Community-Based Participation Programs

Hazen has historically supported our community both financially and through volunteers. A few select examples of our community-based participation programs include:

**National Forum for Black Public Administrators (NFBPA).** The firm is a Corporate Member of NFBPA, both nationally and locally with the South Florida Chapter, providing technical and financial support. Glenn Cunningham, PE serves, on the Corporate Advisory Council (CAC) for the National Forum for Black Public Administration. The CAC offers leadership, technical, and financial support in its role as part of the NFBPA.

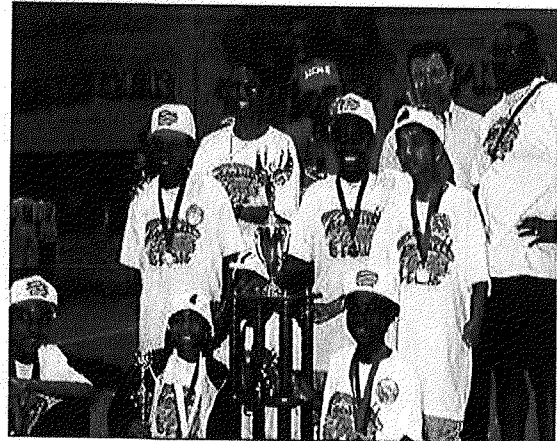
NFBPA is dedicated to advancing black leadership in the public sector. Founded in 1983, its membership includes managers and executives in virtually all disciplines represented in state and local governments, as well as graduate students, deans and faculty at schools of public administration, and executives in the corporate sector.

**South Eastern Consortium for Minorities in Engineering (SECME).** Under Mr. Cunningham's direction, the firm offers mentoring and financial support as an Industry Partner for the South Eastern Consortium for Minorities in Engineering (SECME). SECME is a pre-collegiate program that has increased the number of minority students who are prepared to enter and complete studies in science, mathematics, engineering, and technology by enriching their academic preparation from grades K-12 while providing experiences that raise their levels of aspiration.

More than 90 percent of SECME high school graduates attend college and of these, 50 percent enter engineering or the science fields. The program has graduated more than 60,000 students since 1980.



Hazen Senior Associate, **Glenn Cunningham, PE**, speaking at a Florida Chapter Meeting for the NFBPA.



Successful SECME participants.

Hazen has participated in SECME programs for over ten years and provides both manpower and financial support. During the academic school year, as industry partners, we schedule and participate in leadership and mentoring programs, schedule and direct the District and Regional Olympiad Competitions, and participate in the annual banquets.

In 2002, Hazen received the “Outstanding Service Award” in recognition of the numerous hours of service provided to this important program. In 2001, Hazen received the “Industry Partner of the Year” Award for their sustained commitment and dedication to Education and Youth Development.

From 1998 to 2009, Hazen was presented the “Outstanding Community Support and Partnership” Award. Hazen also typically conducts, as an Industry Partner, SECME Olympiads in Palm Beach and Broward Counties. The Olympiads include four competitions: mousetrap cars, rockets, bridges, and a brain bowl. More than 2,000 students participate.

**YMCA Y-Partners Scholarship Campaign.** Active participation by the firm’s principals and financial support to assist youth activities in Broward County. Since 1997, Hazen has sponsored events, and staff has volunteered time to ensure that children and families, regardless of their circumstances or ability to pay, benefit from the YMCA’s values-centered programs. Sponsored events have included the YMCA of Broward County 2014 Let’s Support Program and Annual Support Campaign Program (\$1,000 each), YMCA of Broward County 2015 Foundations of Community Program and Annual Support Campaign Program (\$1,000 each), and YMCA of Greater Hollywood 2015 Capital Campaign Program (\$1,000).

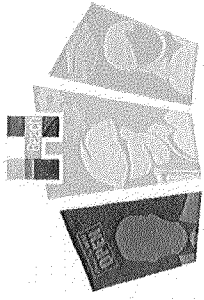


Our Community Development Plan provides support for the Parks and Recreation Departments of those cities like Hallandale Beach.

6/21/10

EXHIBIT C

# LOCAL VENDOR Utilization Form



Hallandale Opportunity Project  
Connecting People, Impacting Business

Prime/Developer	Report Month/Year
Project	Project Start Date
Total Project Costs	CBP Goal

## UTILIZATION DATA

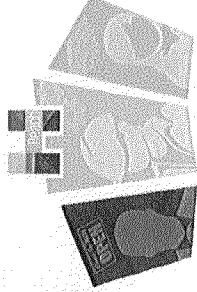
Local Type (Tier-I, II, III)	Business Name	Description	Contract Start Date	Contract End Date	ORIGINAL Contract Amount	REVISED Contract Amount	Amount Paid To-Date	Percentage Utilized
<b>Total Local Contracts</b>					<b>0.00</b>	<b>0.00</b>		<b>#DIV/0!</b>
<b>Total Local Paid</b>							<b>\$0.00</b>	
<b>Current CBP Progress</b>								<b>#DIV/0!</b>

## CERTIFICATION

The undersigned parties signing below attests that all of the above data is true and correct and hereby authorize verification of the above information via financial records, subcontractor agreements, payroll records, human resources records and other documentation. The undersigned understands that any willful misstatements or misrepresentation may result in immediate termination of contract and/or prosecution under applicable federal/State/Local laws.

REPRESENTATIVE - 0

DATE



**Hallandale Opportunity Project**  
*Connecting People. Impacting Business.*

# LOCAL WORKFORCE Utilization Form

Prime/Developer Project	Report Month/Year
Total Project Workforce	Project Start Date
	CBP Goal

## UTILIZATION DATA

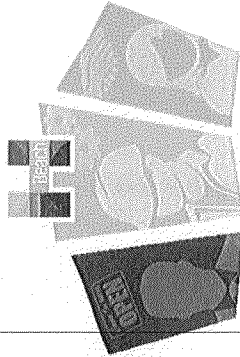
Resident Name	Address	Job Classification	Job Start Date	Job End Date	Rate of Pay	ACTUAL WAGES PAID this Report Period	HOURS WORKED TO DATE	ACTUAL WAGES PAID TO DATE
<b>TOTAL Project Workforce</b>					<b>Averages</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>
0					Totals	0.00	0.00	0.00
					<b>Current CBP Progress</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>
					3			

## CERTIFICATION

The undersigned parties signing below attests that all of the above data is true and correct and hereby authorize verification of the above information via financial records, subcontractor agreements, payroll records, human resources records and other documentation. The undersigned understands that any willful misstatements or misrepresentation may result in immediate termination of contract and/or prosecution under applicable federal/State/Local laws.

REPRESENTATIVE - 0 \_\_\_\_\_ DATE





**Hallandale Opportunity Project**  
*Connecting People. Impacting Business.*

# Other CBP Activities Form

Prime/Developer Project	Report Month/Year	Project Start Date
Total Project Costs		

## UTILIZATION DATA

CBP Activity	Goal	Per Costs	Total Costs	Completed (Y / N)	Narrative
<b>TOTAL</b>			<b>0.00</b>		

## CERTIFICATION

*The undersigned parties signing below attests that all of the above data is true and correct and hereby authorize verification of the above information via financial records, subcontractor agreements, payroll records, human resources records and other documentation. The undersigned understands that any willful misstatements or misrepresentation may result in immediate termination of contract and/or prosecution under applicable federal/State/Local laws.*

REPRESENTATIVE - **0**

DATE