

AGREEMENT

Between

CITY of HALLANDALE BEACH, FLORIDA

and

EAC CONSULTING, INC.,

for

**RFP # FY 2013-2014-006
CONTINUING PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES FIRMS**

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

AND

EAC Consulting, Inc., a Florida corporation, hereinafter referred to as "CONSULTANT."

WHEREAS, At the November 19, 2014 City Commission Meeting the City Commission adopted Resolution # 2014-138 awarded through RFP # FY 2013-2014-006; authorizing the City Manager to execute an agreement with EAC Consulting, Inc. for the services stipulated in the RFP; and

WHEREAS, the work provided includes the scope of work in RFP # FY 2013-2014-006 Continuing Professional Architectural and Engineering Services and Proposal submitted by the CONSULTANT(S), which are hereby incorporated and made part of this Agreement by reference.

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

ARTICLE 1
TERM

1. The term of this Agreement shall begin on 5/23/2016.

The contract term is 168 calendar days ending on 11/6/2016.

The City may automatically renew the contract for an additional N/A based on satisfactory performance in the City's best interest. The total contract term is 168 calendar days.

2. CONSULTANT shall comply with the Community Benefit Plan (CBP) attached hereto as Exhibit B.
3. Community Benefit Plan Annual Reporting

Per CONSULTANT's proposal to the Community Benefit Plan (CBP) requirement, and pursuant to the terms of the Agreement, CONSULTANT must provide, on an annual

basis, and no later than January 1st of each Calendar year, the following information:

- 1) List of Community Benefit Plan activities for the calendar year by providing
 - a) Purchase Order Number for the Project; b) Project Name; c) Purchase Order Amount for the Project; d) detailed Community Benefit Plan activity(ies) for the year.
- 2) Information to be provided to Daniel Rosemond, Deputy City Manager/Community Redevelopment Director via mail at: City of Hallandale Beach, 400 South Federal Highway, Hallandale Beach, Florida, 33009. Submission must be provided in a sealed envelope labeled as: Your Company Name; RFP # FY 2013-2014-006, Continuing Professional Architectural and Engineering Services, Annual Community Benefit Plan Submission.

ARTICLE 2

SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

No guarantee is expressed or implied as to the amount and total number of individual project agreements to the CONSULTANT. The best suited firm within the required discipline, as determined by the CITY for a particular task or project, shall be selected.

CONSULTANT must provide a proposal to the City Engineer, and/or Director and/or Project Manager within seven (7) business days from request of the Proposal via email.

Purchase Order

The Purchase Order issued by the CITY shall reference and incorporate the terms, conditions and costs negotiated by CITY and CONSULTANT. The Proposal for Work/Project specific shall contain the following information and requirements:

- a. A description of the work to be undertaken with reference to the appropriate paragraphs of this Agreement pursuant to which performance of the work is undertaken as agreed to by City and Consultant.
- b. A budget, as agreed to by City and Consultant, establishing the amount of the cost of the work, which amount shall include the direct costs and which amount shall not be exceeded without an approved Amendment executed by the City and the Consultant.

- c. A time established for completion of the work or services undertaken by Consultant, as agreed to by City and Consultant. Time to complete will be determined based upon the scope and complexity of the assigned work. The time for completion under each project may be extended due to delays beyond the control of and through no fault or negligence of the Consultant. Such delays shall include, but not be limited to, acts or neglect by separate consultants employed by the City, fires, floods, labor disputes, abnormal weather conditions or acts of God.
- d. Any other additional instructions or provisions relating to the work authorized pursuant to the Agreement, as agreed to by City and Consultant. Specifically, the number of copies of reports, specifications and drawings to be furnished is to be included within the Proposal.
- e. Any changes to the terms of the Proposal shall be contained in a written form, executed by the City and the Consultant, with the same formality and of equal dignity.
- f. Any situation occurring that necessitates immediate action on the part of the City or Consultant to eliminate danger to the public safety; to prevent unnecessary or incorrect work; to authorize work that must be done in a logical sequence; or to eliminate a delay that may significantly increase the cost shall be authorized by means of a Change Order to the Purchase Order. All emergency Change Orders must be approved by the City Manager or designee.
- g. In the event satisfactory adjustment cannot be reached for any item requiring a Change Order, the City reserves the right to terminate the Purchase Order as it applies to the items in question and make such arrangements as may be deemed necessary to complete the work.
- h. If the Consultant believes there is a basis for requesting a Change Order, Consultant shall submit the request in writing to the City Manager or designee with complete details concerning the changes proposed, the price and time of performance changes involved, with justification.

Based on the award of contract through Resolution #2016-44, CONSULTANT will provide the services as proposed through the RFP to provide the services below.

1.1 Architecture

Activities may include but shall not be limited to:

- Provide drawings and specifications for additions, and/or renovations
- Attend meetings with City staff and presentations to City Commission; Provide plans developed on AutoCAD's latest version and copies of a reproducible hard copy and diskette of plans in the requested format shall be provided to the City.

2.2 Landscape Architecture

Activities may include but shall not be limited to:

- Provide drawings and specifications for landscaping projects
- Site master planning, analysis and design
- Urban design plans/concept diagrams
- Open space planning, analysis and design
- Community planning, analysis and design
- Natural resource planning, analysis and design
- Design guidelines
- Streetscape planning, analysis and design
- Feasibility analysis
- Peer review analysis
- Renderings/Modeling
- Assist in preparation of construction documents and specifications
- Park Design
- Median Design
- Local plants
- Cost estimates for above work
- Attend meetings with City staff and presentations to City Commission
- Provide plans developed on AutoCAD's latest version, and copies of a

reproducible hard copy and diskette of plans in the requested format shall be provided to the City.

2.3 Civil / Environmental Engineering:

Activities shall include but not limited to:

- Roadway Design: Detailed engineering for the construction of roadways within State, County or Local rights-of-way and similar facilities. These services may include any aspect of the following:
- Project programming and preparation of conceptual designs
- Preparation of construction contract drawings and specifications complying with the requirements of the authorities having jurisdiction
- Development of schedules for design and construction
- Preparation of estimated quantities, costs and bid forms
- Construction support services
- Sanitary & Storm water Pump Station Evaluation and Design
- Reports and Analysis for compliance reports to USEPA, FDEP, DERM
- Environmental assessments and testing
- Water distribution / Sanitary Sewer and Storm water System Master planning
- Grant Assistant and writing
- Project Management
- Evaluation of bids as compared to project budget
- Respond to RFIs
- Attend meetings with City staff and presentations to City Commission
- Provide plans developed on AutoCAD's latest version, and copies of a reproducible hard copy and diskette of plans in the requested

format shall be provided to the City.

2.4 Planning & Urban Design:

The work is defined as town planning and urban design of neighborhoods with an emphasis on new urbanism principles and the public process. Services include the design of master plans, housing prototypes and regulations that emphasize human scale, historic context, public open spaces and the pedestrian realm for neighborhoods in the City and also have the capabilities to perform grant writing for FEMA, County and the State of Florida.

Activities may include but shall not be limited to:

- Feasibility studies
- Planning studies for operational facilities
- Surveys
- Inspections and evaluations
- Collection of data
- Engineering and economic feasibility reports and studies
- Cost estimates and economic analysis
- Attend meetings with City staff and presentations to City Commission
- Community Outreach and Visioning
- Community Redevelopment Planning
- Corridor Planning
- GIS Mapping and 3-D Animation
- Comprehensive Plans and Evaluation and Appraisal Reports
- Zoning and Land Development Regulations with an emphasis on Form Based Codes
- Master Planning
- Architectural & Urban Designing
- Transportation Planning
- Parking Studies

Traffic Engineering & Transportation Consulting

Activities shall include but not limited to:

- Consulting services, including reports, traffic studies, coordination with community organizations, construction plans & specs, estimating and project management
- Expertise and experience in traffic engineering, transportation planning, street and highway design, traffic calming design, transit planning, traffic studies, general engineering, coordination with Broward County Transit, Metropolitan Planning Organization (MPO), the County, and planning capabilities.

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- Attend meetings with City staff and presentations to City Commission
 - Provide plans developed on AutoCAD's latest version, and copies of a reproducible
Hard copy and diskette of plans in the requested format shall be provided to the City
 - Transportation Planning and Traffic Engineering
 - Parking Studies
 - Roadway Design: Detailed engineering for the construction of roadways within State, County or Local rights-of-way and similar facilities. These services may include any aspect of the following:
 - Project programming and preparation of conceptual designs

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 occurrence.

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. The CONSULTANT agrees to provide and assign the following employee(s) to this Agreement. 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.

4.2 Subcontractors. Any subcontractors CONSULTANT intends to use in connection with a Project Specific as a result of this Agreement must be approved by the CITY in writing prior to delivery of the services. Price schedules for Subcontractors shall be made part of each Specific Work Proposal.

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.

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 agreed upon for work actually and completed pursuant to the Purchase Order. No amount shall be paid to CONSULTANT to reimburse its expenses without a duly processed Purchase Order see Article 2.

CONSULTANT will receive payments for all work provided during this Agreement as follows:

____ E payables – it is an electronic method of payment which deposits funds to a credit card distributed by the City's bank to the Vendor. The City's bank is Suntrust.

____ PCard – it is a Visa credit card payment.

____ Automated Clearing House (ACH) Payment. A direct bank draft to the CONSULTANT'S bank account. This method will only be authorized by the City if your firm provides a discount from 1% to 3%. This must be stipulated here before executing the Agreement.

✓ Check – Payment will not be issued earlier than 30 days from invoice receipt date. Payment will be mailed or available for pickup. Firm will accept this

payment term.

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:

EAC Consulting
815 NW 57th Avenue, Suite 402
Miami, FL 33126

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.

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
City Manager
400 South Federal Highway
Hallandale Beach, FL 33009

With Copy to:
Steven F. Parkinson
Attn: Public Works
630 NW 2nd Street
Hallandale Beach, FL 33009

And:

City Attorney
400 South Federal Highway
Hallandale Beach, FL 33009

Consultant:

Huntley Higgins, P.E.
EAC Consulting, Inc.
5100 NW 33rd Avenue, Suite 243
Fort Lauderdale, Florida 33309

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 A and B are incorporated into and made a part of this Agreement.

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**

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.

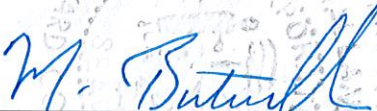
CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender 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.

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 16th, day of March, 2016, and EAC Consulting, signing by and through its Vice President duly authorized to execute same.

ATTEST:


CITY CLERK

CITY

CITY OF HALLANDALE BEACH

By 
Daniel Rosemond, CITY MANAGER

Approved as to legal sufficiency and form by
CITY ATTORNEY


V. Lynn Whitfield, 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).

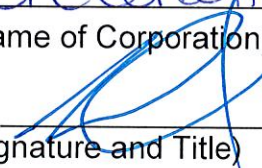
CONSULTANT

ATTEST:



(Secretary)

EAC Consulting Inc.

(Name of Corporation)
By 

(Signature and Title)

(Corporate Seal)

Michael Aleix, Vice President

(Type Name and Title Signed Above)

____ Day of _____, 20____.

(If not incorporated sign below).

CONSULTANT

WITNESSES:

(PRINT NAME)

(PRESIDENT OR VICE-PRESIDENT)

(PRINT NAME)

NOTARY SEAL



EAC Consulting, Inc.

EXHIBIT A

September 14, 2015

Mariana Patiriciu, P.E.
Assistant Director of Public Works/ City Engineer
Department of Public Works
630 N.W. 2nd Street
Hallandale Beach, FL 33009

**Re: Diana Drive Roadway and Drainage Improvements, from Golden Isles Drive to S.E. 26th Avenue
City of Hallandale Beach
Continuing Services and Comprehensive Services RFP # FY 2013-2014-006
Discipline: Civil Engineering**

Dear Ms. Patiriciu,

EAC Consulting Inc. is pleased to submit this fee proposal to provide civil engineering design, permitting and limited post design services for the above referenced project.

Project Understanding

The City has requested EAC to provide a revised fee proposal as per the direction of the City Commission to include bike-lane and sidewalk on each direction of Diana Drive. The Final Design Concept will include the following:

1. Modified and additional median openings along Diana Drive.
2. Introducing a traffic circle at the intersection of Diana Drive and SE 26th Avenue
3. Frontage Road pavement will be reduced to one (1) lane
4. Bike Lane and sidewalk on each direction of Diana Drive
5. Some of the Median trees will be impacted
6. Pavement reconstruction in some areas
7. Drainage Improvement

The Final Design Concept Plan has been attached with this proposal for reference.

The City is requesting EAC to develop construction documents that meet the City of Hallandale Beach's Design Guideline Manuals as available, MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS, commonly called the "Florida Greenbook", FDOT Design Manual and Broward County Standards to facilitate roadway and drainage improvement requirements based on the above. EAC will also be addressing ADA improvements needed for the project.

Our scope of work will include:

1. Providing geotechnical report for the project.
2. Provide drainage report for the project.
3. Provide Project Cost Estimates.
4. Provide Landscaping Services.

5. Provide typical sections.
6. Develop construction plans as per the Final Design Concept Plan.
7. Coordination and Permitting with the City of Hallandale Beach, Broward County Traffic, Broward County Environmental Protection and Growth Management Department and SFWMD
8. Provide bid item list.

Anticipated Drawing List includes:

- Key Sheet
- Summary of Quantities
- Optional Materials Tabulation
- Demolition Plan
- Typical Sections
- Construction Details
- Project Layout
- General Notes
- Roadway Plans and Profiles
- Stormwater Pollution Prevention Notes & Details
- Stormwater Pollution Prevention Plan
- Signing & Pavement Marking Plan
- MOT notes and details
- Landscape plans

Submittal Schedule:

- Geotechnical Report – 4 weeks after Notice to Proceed (NTP)
- 60% Construction Documents - 8 weeks after Notice to Proceed
- 90% Construction Documents - 6 weeks after City's 60% comments
- 100% Construction Documents with Cost Estimate - 4 weeks after City's 90% comments

Permitting and Approval Agencies:

It is anticipated that the only permitting agencies will include:

- Broward County Traffic Engineering Department
- Broward County Environmental Protection and Growth Management Department (BCEPGMD)
- South Florida Water Management District

The aforementioned scope of services assumes that:

1. The survey from Gibbs Land Surveyors dated 8/6/2014 will be used for the project.
2. Drainage design services included in this proposal are based on exfiltration trench system design. It is anticipated to design drainage well for the drainage improvement or to connect the drainage for the project via positive drainage system to an outfall. And such a Letter Modification to the existing Environmental Resource Permit is anticipated for the project. Full SFWMD application is not anticipated and not included in this proposal. In the event it is

required by the regulatory agency, EAC will provide a fee proposal to perform the work necessary.

3. General MOT notes are included in this proposal. It is expected that the selected contractor will provide MOT based on his/her proposed construction means and methods.
4. Respond to RFI during the bid process and construction
5. FDOT Specification will be used for the project
6. If necessary, soil contamination or mitigation will be the City's responsibility
7. No Right of Way takes are required.
8. All permitting review fees, when required will be provided to EAC by the City. This will be in the form of a check, made payable to the permitting agency.
9. No Subsurface Utility Engineering services are included in this proposal. City will provide soft digs as requested by EAC.
10. Plans will be developed in AutoCAD format in 11x17 sheets.

Our services on this assignment will be complimented by the following sub-consultant:

- Geotechnical Services – Professional Services Industries Inc (PSI)
- Landscape Architectural Services - Curtis and Rogers

Our fee proposal is outlined as follows:


| Activities/Tasks | Fee |
|---|---------------------|
| Meetings with the City and Permitting Agencies, Subconsultant Coordination and Utility Research | \$7,800.00 |
| 60% Construction Documents | \$39,350.00 |
| 90% Construction Documents | \$20,375.00 |
| 100% Construction Documents | \$12,050.00 |
| Permitting and Approvals Coordination | \$12,600.00 |
| Post Design Services (including attending pre-const. meeting) | \$7,100.00 |
| Geotechnical Services -PSI | \$4,940.00 |
| Landscape Architectural Services- Curtis and Rogers | \$10,750.00 |
| Reimbursables | \$500.00 |
| TOTAL (LUMP SUM) | \$115,465.00 |

The following information will be required for us to commence civil engineering design and development of Construction Documents.

1. Signed approval of this proposal or written authorization to proceed with services.

We look forward to a successful project. Please feel free to discuss any concerns with us.

Sincerely,
EAC Consulting, Inc.


Sharmin Siddique, P.E.
Senior Project Manager

| |
|--------------------------------|
| _____ Signature |
| _____ Name of City official |

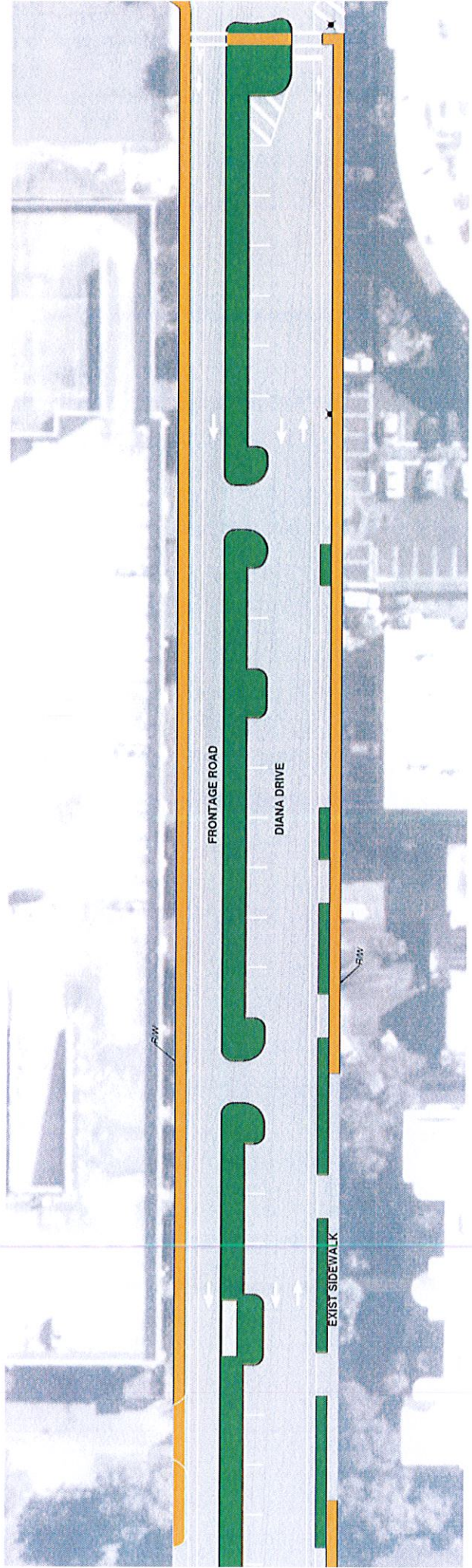
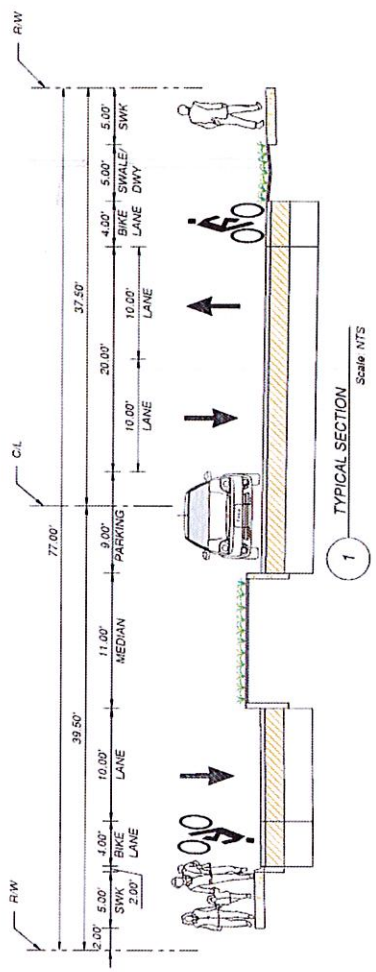
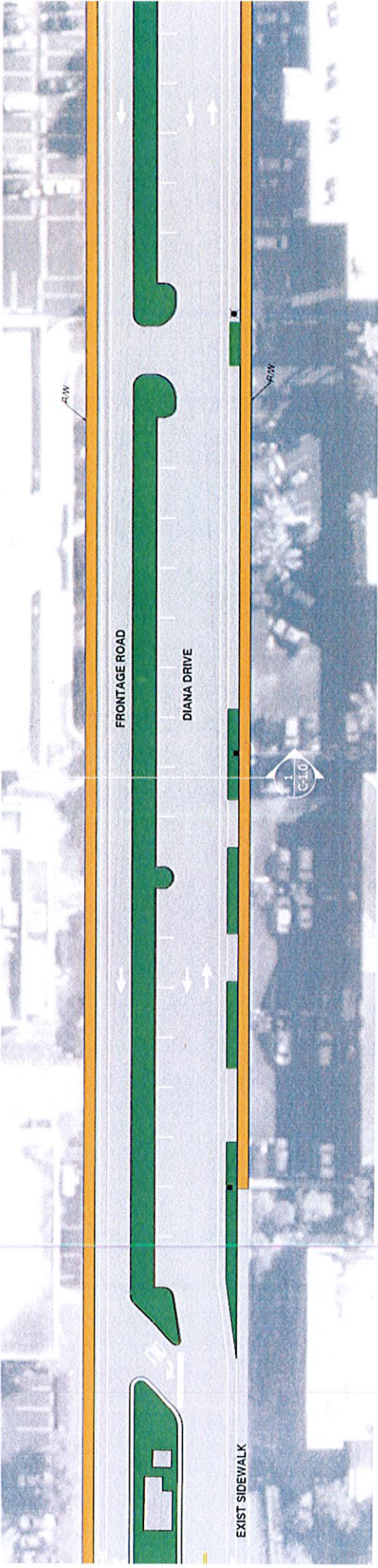


EXHIBIT B

**13. COMMUNITY
BENEFIT PLAN**

13 COMMUNITY BENEFIT PLAN

The City of Hallandale Beach is to be commended for incorporating a Community Benefit Plan within this RFP. EAC supports the City in its efforts to provide identifiable and observable benefits to the community, including its residents and local businesses. The residents and local businesses should be allowed to participate directly in the growth and development of their City and at the same time derive meaningful and tangible benefits as well.

EAC's community benefit plans consist of four (4) main elements, which are as follows:

1. In order to support local businesses and residents, we have partnered with The Alexis Group Consultants, Inc., which is a **local City of Hallandale Beach firm located at 2049 S Ocean Drive, Hallandale Beach, FL**. This firm was founded in 1991 and provides full-service, integrated marketing communications, public involvement and public relations services. **In addition to being a local firm, the principals and owners of the firm also reside (homestead) within the City.** Their role on the EAC team will be to provide public involvement and public relations services on projects that require these types of services. Once a project is identified that requires such services, EAC will contract directly with The Alexis Group for the provision of these services.



Typically, engineering construction projects often impacts the public right of way and creates various types of inconveniences for local resident and businesses. Having a public involvement/relations firm can streamline the process and avoid project delays and unhappy residents and business owners by:

- a. Engaging stakeholder and allowing them to be a part of the process before construction
- b. Give stakeholders an opportunity to be informed of the potential benefits of a given project
- c. Gaining valuable input that can only come from end-users
- d. Gain project acceptance by choice rather than by force
- e. Keep stakeholders abreast of developments
- f. Allow stakeholders to feel better about their community and the planned improvements

2. To further support local businesses, EAC will partner with **Sav-Quick Printing, Inc.** for reproduction and print services for all City assigned engineering projects. **Sav-Quick Printing, Inc. is a local company that provides printing services and is located at 410 E Hallandale Beach Blvd., Hallandale Beach, FL 33009.** This will assist in increasing the company's volume of business as well as benefit the employees that work within this company and ultimately the community.



3. EAC is currently in dialogue with administrative staff at the **Hallandale Magnet High School to establish a mentoring program** whereby students will be allowed to serve as interns within our offices. **The school is a Broward County Public School is located at 720 NW 9th Avenue, Hallandale Beach, FL.** The schools mission is to educate, engage, inspire, and empower youth to take action and bring about positive change for the purpose of preventing youth crime and violence, and creating safe, healthy and thriving environments for children and families. This institution currently has Science, Technology, Engineering and Math (STEM) program and we are sure that students enrolled in this program will benefit tremendously from being exposed to the "day to day" practice of engineering for various infrastructure development projects.

4. EAC also plans on supporting the City's **"Memorial Tree Program"**, which was established to provide a living memorial to remember a loved one, or celebrate a special occasion. In this case, our contribution will be to celebrate our long standing history of serving the City of Hallandale Beach and our commitment to further developing our relationship with the City. In addition, this complements our internal company policies, which supports and encourages employees to be green and participate in green initiatives.

