

AGREEMENT

Between

CITY OF HALLANDALE BEACH, FLORIDA

and

Saltz Michelson Architects, Inc.

for

**RFP # FY 2021-2022-007 CCNA DESIGN DPW EV BUS CHARGING AND FLEET
FACILITIES**

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

AND

Saltz Michelson Architects, Inc., a Florida corporation, hereinafter referred to as "CONSULTANT."

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 the date it is fully executed by last signing party. 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.
2. At the August 24, 2022 City Commission Meeting the City Commission adopted Resolution # 2022-081 awarded through RFP # FY 2021-2022-007 (CCNA DESIGN DPW EV BUS CHARGING STATION). The Contract value and per such Resolution # 2022-081 shall not exceed Six Hundred Ninety-Nine Thousand, Seven Hundred and Fifty Dollars (\$699,750).

ARTICLE 2

SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

The CITY has employed the CONSULTANT to provide architectural, engineering and construction administration services for the development and design of a EV Bus Charging Facility located at the Department of Public Works compound. The services to be provided include the scope of work in RFP # FY 2021-2022-007 – CCNA DESIGN DPW EV BUS CHARGING AND FLEET FACILITIES, which is hereby incorporated and made part of the is agreement by reference, and the

Proposal submitted by CONSULTANT (revised November 1, 2022 and attached hereto), which is hereby incorporated and made part of this Agreement.

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.

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.

Commercial General Liability: Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Business Automobile Liability: Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability: Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

Professional Errors & Omissions Liability: Contractor agrees to maintain Professional Error's & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Occurrence **\$2,000,000** Annual Aggregate. The Contractor agrees the policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective of the Contract, or the performance of services hereunder. The Contractor agrees the Self-Insured-Retention shall not exceed \$25,000. This coverage may be provided on a Per-Project Basis.

Additional Insured: Contractor **agrees to** endorse City as an Additional Insured with a CG 2026 07 04 Additional - Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured – Owners

Lessees, or Contractors – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners. Lessees Contractors- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach."

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

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

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 Six Hundred Ninety-Nine Thousand, Seven Hundred and Fifty Dollars (\$699,750) 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. No amount shall be paid to CONSULTANT to reimburse its expenses.

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:
SALTZ MICHELSON ARCHITECTS, INC.
3501 Griffin Road
Fort Lauderdale, FL 33312

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 five (5) 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 five (5) 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 THIS CONTRACT, CONTACT THE CITY CLERK AT (954) 457-1340, BY EMAIL AT CITYCLERKOFFICE@COHB.ORG, OR AT 400 S. FEDERAL HWY, ATTN: CITY CLERK, HALLANDALE BEACH, FL 33009

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:

Jeffery Odoms
Attn: Department of Public Works
630 NW 2nd St
Hallandale Beach, FL 33009

And:

City Attorney
400 South Federal Highway
Hallandale Beach, FL 33009

Consultant:

SALTZ MICHELSON ARCHITECTS, INC.
3501 Griffin Road
Fort Lauderdale, FL 33312

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 Proposal, Exhibit A, is incorporated into and made a part of this Agreement, followed by the RFP, Exhibit B, and the Firm's Response to the RFP, Exhibit C, and the order of priority in the event of conflict shall be: Exhibit A, Exhibit B and Exhibit C.

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 24th day of August, 2022, signing by and through its City Manager duly authorized to execute same.

CITY

ATTEST:

CITY OF HALLANDALE BEACH

Jenorgen Guillen
Jenorgen Guillen (Nov 16, 2022 15:36 EST)
CITY CLERK

By *Jeremy Earle*
Jeremy Earle (Nov 16, 2022 14:57 EST)
Jeremy Earle, City Manager

16 day of November, 2022.

Approved as to legal sufficiency and form by
CITY ATTORNEY

Jennifer Merino
Jennifer Merino, City Attorney

CONSULTANT MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE. If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

CONSULTANT

Saltz Michelson Architects, Inc.

ATTEST:

Natalia Castro
(Secretary)

By Charles Michelson

Charles Michelson, President
PRINT NAME AND TITLE

(Corporate Seal) (OR NOTARY)

Natalia Castro | COO
(Type Name and Title Signed Above)



16 Day of November, 2022.

OR

OR **(ONLY If not incorporated sign below).**

WITNESSES:

(PRINT NAME) (PRESIDENT OR VICE-PRESIDENT)

(PRINT NAME) (TYPE NAME & SIGNED ABOVE)

NOTARY SEAL
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____.

Signature of Notary _____ Name of Notary Printed, or Stamped _____
Personally Known _____ OR Produced Identification _____ OR _____ Online Notarization
Type of Identification Produced _____



PROPOSAL FOR PROFESSIONAL SERVICES

Revised November 1, 2022

October 31, 2022

October 4, 2022

October 3, 2022

September 28, 2022

September 14, 2022

City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, FL 33009

Attn: Tom Camaj | Manager of Capital Projects

VIA EMAIL: tcamaj@cohb.org

**RE: City of Hallandale Beach EV Bus Charging Stations
Located at 630 NW 2nd Street, Hallandale Beach, FL, 33009
RFP # FY 2021-2022-007 - SMA #2022-184_P22221R4**

Dear Mr. Camaj,

Thank you for considering SMA as your trusted advisor for this project. We are pleased to submit the following proposal for professional architectural and engineering design services for EV Bus Charging Facility located at 630 NW 2nd Street, Hallandale Beach, FL.

I. PROJECT BACKGROUND:

A. Original Scope of Work as specified under RFP FY 2021-2022-007:

To provide professional design service a new EV Transit Operation Level II Facility for EV transit fleet parking, EV battery charging, EV fleet maintenance and operation of the community shuttle program. This facility will be located at Department of Public Works (DPW) Compound.

The original RFP called for a facility of approximately 12,500SF that consists of 12 bus bays, electric battery charging, fleet dispatching, fleet operational control, and fleet maintenance. These requirements are for major functions such as bus storage, battery charging, dispatching and operational control, vehicle storage, maintenance, testing and repairs, inspections, vehicle cleaning and washing, tire repairs, unit change, parts storage, employee amenities, administrative spaces, restroom facilities, and employee parking. Consisting of two phases:

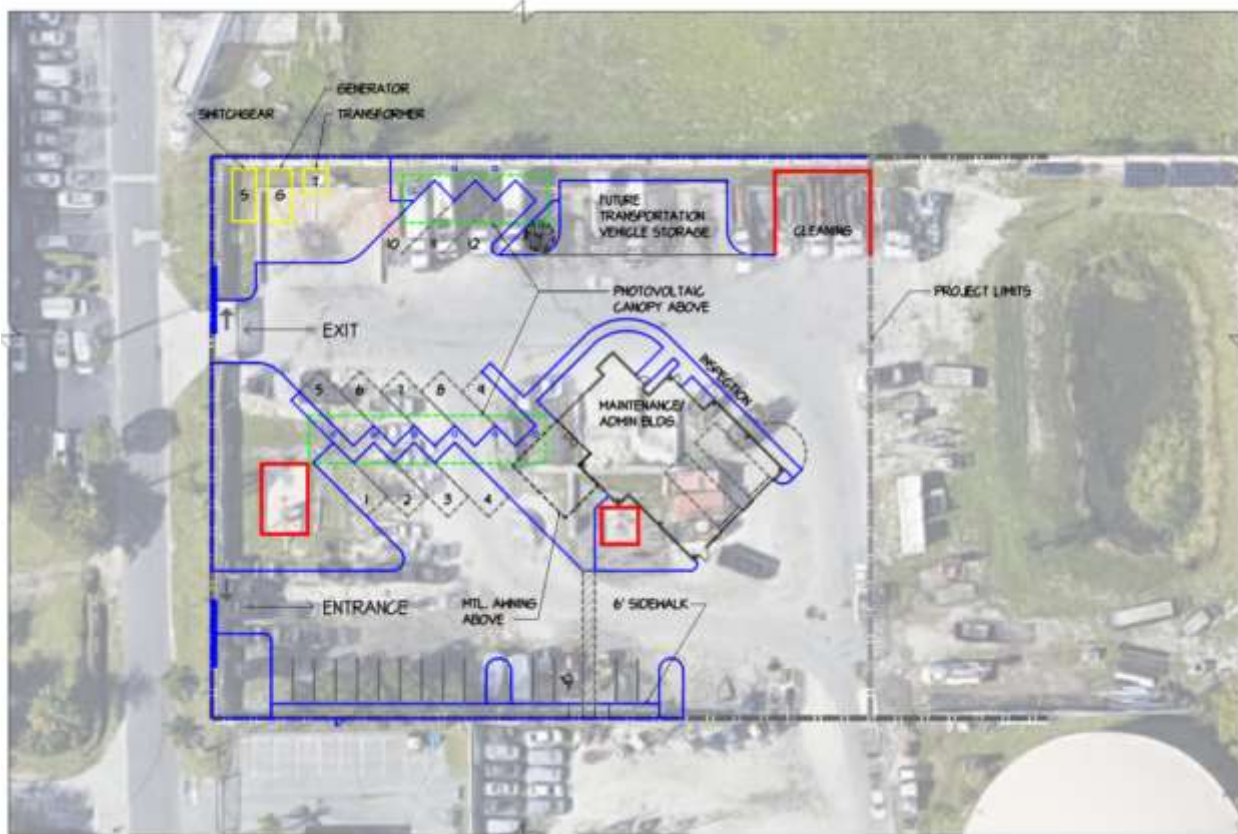
Phase 1 consists of the construction of the facility's power infrastructure. The installation of the bus bays with EV battery charging stations and all associated electrical cabinets, conduit, and wiring, required site preparations, the installation of an on-site FPL transformer, the installation of a Power generator, and the dispatching office as pre-requisites.

Phase 2 consists of the construction of the Facility maintenance and operations center including the fleet operational center, energy solar canopy and solar energy storage, and fleet maintenance, inspections and testing areas

B. Revised Scope of Work

Phase 1: After several meetings with the City Staff, the design team was informed that Amply Power will be providing all the site layout, engineering and drawings for the implementation of the temporary charging infrastructure on the north side of the property. SMA will provide the assistance and site background layout as needed.

Phase 2: Based on a proposed layout (below) developed during several meetings with the City Staff the EV Bus Charging Facility will be situated on a site area of approximately 50,000± (as shown below). The project will consist of one premanufactured structure of approximately 6,000 Sq. Ft. accommodate maintenance and operations. The charging equipment will be constructed at its final location during Phase 2. A canopy will be constructed over the EV Bus parking area during Phase 2 to provide cover to the buses and charging equipment and solar panels. The existing truck washing station will be relocated. Site drainage, paving, landscape and irrigation will be accomplished during Phase 2.



Please see below delineation of this proposal's scope of work:



Phase I – Limited Scope:

1. Temporary Charging Stations:

Amply Power is responsible for the entire design, sitework and execution of the charging stations and if necessary a temporary facility. SMA Team will coordinate the final site design and provide the following:

- a. Prepare site plan for charger's layout as provided by Amply Power.
- b. Review with City of Hallandale Beach representatives, adjust if necessary.
- c. Coordination with Amply Power for the ultimate location for the transformer that will service both temporary and final facilities.

Phase II

1. Preliminary/Conceptual Design

- Perform a survey of the proposed site area
- Soil borings and Geotech report
- Initial site inspection to verify existing conditions and provide programming analysis, and a report delineating recommendations for review and approval.

2. Schematic Design

- SMA Team will prepare, submit and present for review and approval by the City, three (3) different design concepts and probable cost estimates for each option based on the delineated scope of work.

3. Design Development:

- After written approval from the City, and based on the approved Schematic Design Documents, the SMA Team will prepare design development drawings and will prepare an updated probable cost construction estimate.

4. Construction Documents

Upon Client's approval of Design Development Documents, SMA shall prepare construction drawings to include architectural, structural, civil, landscaping, mechanical, electrical, and plumbing engineering drawings necessary for building permit. This fee also includes:

- Meetings with the Owner up to twelve (12). Any additional meetings will be billed at our hourly rate schedule.
- SMA will deliver the following submittals as requested by the City (50% and 100%). Each of these submissions shall include: working drawings, along with updated schedule and construction cost.
- Delivery of signed sealed Construction Documents suitable for submission to the Building Department for Building Permit.
- Response to Building Department comments, including a narrative for all revisions.



5. Bidding Service

- SMA will coordinate with the City to attend a pre-bid meeting and walk-thru for the project with proposed bidders.
- SMA will respond to RFIs and provide clarifications of the drawings and specifications during the bidding process as necessary
- SMA will assist Client with review of bids and participate in the evaluation of bids and make written recommendations of award based on value and qualifications.

6. Construction Phase Services:

- SMA will coordinate with the Owner and will attend a kickoff meeting with the awarded Contractor.
- SMA will attend biweekly OAC Meetings
 - i. Meetings shall be conducted via Zoom
 - ii. 8 Site visits are included
- SMA will provide clarification and response to RFIs.
- SMA will review and process shop drawings.
- SMA will review pay request to confirm if actual work progress is commensurate with progress claimed by contractor and certify his agreement of the pay application.
- SMA shall receive and review for completeness as-built information from the General Contractor and submit a complete set of reproducible record drawings for Client's records.

A. FEES: For additional scope details specific for each discipline, please refer to the subconsultant's proposal herein attached. The above lump sum fee is broken down as follows:

Firms	Discipline	Pre-Design	SD	DD	CD	CA	Total
SMA	Arch (Prime)	\$14,500.00	\$24,000.00	\$91,000.00	\$105,000.00	\$60,000.00	\$294,500.00
Burns&Mc	Civil, MEP, Struct	\$15,000.00	\$41,000.00	\$112,000.00	133,000.00	\$53,500.00	\$354,500.00
Federal Eng.	Geotech	\$14,800.00					\$14,800.00
Stoners	Survey	\$16,450.00					\$16,450.00
Land Art	Landscape	\$2,000.00		\$7,000.00	\$7,500.00	\$3,000.00	\$19,500.00
Totals per Phase :		\$62,750.00	\$65,000.00	\$210,000.00	\$245,500.00	\$116,500.00	
						Design Fee Total:	\$699,750.00

PROPOSED SCHEDULE*:

Site Plan for Temporary Charger Stations	15 Calendar Days
Preliminary/Conceptual Design	15 Calendar Days
Schematic Design	30 Calendar Days
Design Development	30 Calendar Days
Construction Drawings	75 Calendar Days
Construction Administration	Estimated 12-14 Months

*The total calendar days described above does not include Client, Government Officials, Agencies' review time.



COHB- Saltz Michelson Design Agreement RFP for EV Charging Facilities_SMA Exec 11.16.22

Final Audit Report

2022-11-16

Created:	2022-11-16
By:	Demetris Pearson (dpearson@cohb.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_fsnnIKLNKkfz3dL_hskul4wofY15yu2

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2022-11-16 - 6:24:45 PM GMT- IP address: 12.174.10.21
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2022-11-16 - 8:36:13 PM GMT- IP address: 12.174.10.21
-  Document e-signed by Jenorgen Guillen (jguillen@hallandalebeachfl.gov)
Signature Date: 2022-11-16 - 8:36:15 PM GMT - Time Source: server- IP address: 12.174.10.21
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