



August 2, 2010

Mr. Colin Donnelly
Assistant City Manager
City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

RE: Dania Fuzzy Bunny Cove
CGA Proposal No. 10-3475

Dear Mr. Donnelly,

We are pleased to submit this proposal for Professional Services on the above referenced project located in Broward County.

Per the request of the City of Dania Beach, the scope of this project is to assist the City in completing the requirements of Broward County's Challenge Grant and the Parks for People Grant, both of which were awarded to the City of Dania Beach for the Dania Cove project. Grant administration and necessary services to fulfill the requirements of the above grants will be provided, including surveys, design plans and specifications, as well as bid and award. This proposal does not include scope for the improvements to the Dania Cut-Off Canal shoreline that are not required by these grants. The basis of compensation is lump sum in the amount of \$103,297.50.

I. Professional Engineering Services

A. Civil Engineering

1. Prepare and coordinate engineering grading plans as required for grant administration for the following:

- The placement of pre-engineered and pre-fabricated pavilions and fishing piers, as well as picnic tables.
- ADA compliant nature trail leading to features within the Dania Cove Park site.
- Provide for pedestrian access to a platform at the Dania Cut-off

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1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

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Canal shoreline.

2. Provide site grading and storm water management plan and calculations as required for permitting of the grant improvements.
3. Prepare construction plans, specifications and bid documents for the grant required improvements.
4. Attend pre-bid meeting and assist during bidding process to address RFI's.
5. Provide engineering during construction as required to address design related questions.
6. Review of as-builts and project close-out documents.
7. This proposal does not include any structural designs and is limited to location and configuration of the proposed structures.

II. Professional Surveying Services

A. The following Scope of Work will be performed in this proposal:

1. Delineate the mean high water line along the Dania Cut-Off Canal. This will include coordinating with the State of Florida Department of Environmental Protection on procedures in determining the mean high water line. Approval must be given by DEP to provide a boundary survey. Cost \$2,462.50.
2. Prepare a boundary survey with location of improvements on the subject property. Locating adjacent roads, fences and power poles with overhead wires. Cost \$7,840.
3. Prepare a Tree Survey by locating existing trees, providing size (at standard breast height), and identifying tree. Cost \$5,235.
4. Prepare a Topographic Survey, elevations will be obtained on a 50 foot grid. Cost \$3,630.
5. Final survey, reflecting the current improvements to the subject property. Cost \$3,755.
6. Total survey cost \$22,922.50.

III. Professional Landscape Architecture Services

A. Existing Tree Preservation Plan

1. Site visit to verify and evaluate any existing trees and landscaping utilizing the survey base file to be provided to CGA by the Client.
2. Per the Grant requirements, we will prepare a tree preservation plan illustrating the different types of tree species as well as the size of the canopy for each tree. This plan shall also provide the evaluation and condition of each tree to be preserved, removed, or relocated in a tabular form for submission to Dania Beach.

B. Planting Plan for Site Plan Review

1. Preparation of a preliminary Site plan layout for the project which shall include the following elements per the grant requirements: 1/4 mile nature trail- five feet wide utilizing pervious material, (2) Two Pavilions, (2) Two Wildlife Observation/Fishing Platforms, (4) Four bike racks, Picnic tables and other seating, and trash receptacles. In addition, the scope shall include the design of interpretive signage which will include one detailing the site restoration activities, one describing the natural resources of the site, and one which illustrates the archaeological resources onsite. The planting plan will be developed which provides enhancement to the proposed elements and will seek to unify the existing planting beds installed during the previous contract. This plan shall indicate the location and types of plant materials proposed for this project.
2. Attend up to two meetings with the City of Dania Beach staff to review and discuss the site plan and landscape requirements for this project. Prepare up to two rounds of revisions to the site plans and landscape plans to address the comments from staff during the site plan review process.
3. Coordination with the Civil Engineer and other professionals retained on this project.
4. Review and coordination of existing and proposed utility layouts, and any corresponding utility easements.

C. Landscape Construction Drawings

1. Preparation of final landscape architectural construction drawings with details and specifications for the all proposed project elements.
2. Preparation of planting plans, details and specifications.

3. It is not anticipated that a new irrigation system for the proposed facilities will be required as a temporary system appears to have been utilized in the past. Therefore, the preparation of irrigation design plans are NOT included in this proposal. Should irrigation plans become necessary for approval of the project, the fees for those design services would be an additional service to this proposal.

IV. Professional Environmental Services

- A. Prepare and submit application documents to the Army Corps of Engineers, the South Florida Water Management District and Broward County Aquatic and Wetland Resources to obtain the environmental resource permits required to construct one (1) fishing platform over submerged lands in Dania Cove. The other required platform will be constructed with no impacts to submerged lands or wetlands.
- B. Conduct the necessary on-site field inspections to locate the fishing platform in such a manner to avoid impacts to natural vegetative and benthic communities to the maximum degree feasible. Compile the platform siting location field data required to be submitted to the permitting agencies.
- C. Coordinate and attend meetings as necessary with each permitting agency, and respond to any requests for additional information.
- D. Design on-site mitigation enhancements sufficient to off-set impacts to natural resources for the installation of the fishing platform; coordinate the mitigation with the permitting agencies and the installation contractor.
- E. Administratively track and process the documents, pursuant to the Agreement with Broward County, for the City to obtain compensation under the Broward County Challenge Grant Program for improvements to the Dania Cove site.
- F. Compile and submit the Annual Stewardship Report as required of the FCT funding.

V. Professional Construction Services

- A. Assist in bidding process, including pre-bid, bid opening, and recommendation of award.
- B. Issue interpretations and clarifications of the Contract Documents during the bidding process.
- C. Assist on the Grant Administration.

D. No Inspection or contract administration included.

BASIS OF PROPOSAL

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. is performing the surveying services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.
- Calvin, Giordano & Associates, Inc. will require that all consultants carry proper insurance, including professional liability insurance, if appropriate.
- Permit construction certification will include one partial and one final inspection.

ADDITIONAL FEES

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power,

gas, telephone, cable television, site lighting services.

- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Calculations of off-site flood stages.
- Construction quality control inspections.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Re-review of rejected shop drawings.
- Review and approval of Contractor pay requests.
- Review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses shall not exceed \$1200.00

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum fee as shown in the proposed Schedule of Fees:

| PROPOSED SCHEDULE OF FEES | | |
|----------------------------------|-----------------------------------------------------|--------------------|
| I | Professional Engineering Services | |
| A | Professional Civil Engineering Services | \$20,645.00 |
| | Preliminary Engineering | \$6,025.00 |
| | Final Engineering | \$9,520.00 |
| | Engineering Permitting | \$790.00 |
| | Engineering During Construction | \$3,110.00 |
| | Other Engineering Work Activity | |
| | Reimbursables for complete project | \$1,200.00 |
| II | Professional Surveying Services | \$22,922.50 |
| | Boundary Survey | \$7,840.00 |
| | Topographical Survey | \$3,630.00 |
| | Tree Survey | \$5,235.00 |
| | Other Survey Work Activity | \$6,217.50 |
| III | Professional Landscape Architecture Services | \$19,885.00 |
| IV | Professional Environmental Services | \$36,000.00 |
| | Other Environmental Work Activity | \$36,000.00 |

| | |
|---------------------------------------------|---------------------|
| V Professional Construction Services | \$3,845.00 |
| Project Bidding | \$3,035.00 |
| Other Construction Work Activity | \$810.00 |
| VI Meetings not included in I thru V | Hourly |
| TOTAL (Plus Hourly Services) | \$103,297.50 |

TERMS OF THE AGREEMENT

- All aspects of GIS data development created by Calvin, Giordano & Associates, Inc., will be property of the CLIENT and will be given to the CLIENT at time of project completion.
- Calvin, Giordano & Associates, Inc. agrees to indemnify, hold harmless CLIENT's, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from or related to negligent, omissions or negligence of Calvin, Giordano & Associates, Inc.
- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.
- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.
- CLIENT agrees to indemnify, hold harmless and, at Calvin, Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin, Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from, or related to any acts, omissions or negligence of CLIENT or its consultants.
- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc., pursuant to this Agreement.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service.

All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.

- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.
- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.
- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.
- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

MISCELLANEOUS PROVISIONS

- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.
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- This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.
- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

TERMINATION OF THE AGREEMENT

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

Cost of these services are \$103,297.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: _____ Date: _____
Name: Dennis J. Giordano
Title: President

By: _____ Date: _____
Name: Mr. Colin Donnelly
Title: Assistant City Manager



PROFESSIONAL FEE SCHEDULE

| | | | |
|----------------------------------|--------|------------------------------|--------|
| Principal | 215.00 | PLANNING | |
| Executive Assistant | 75.00 | Associate, Planning | 165.00 |
| ENGINEERING | | Director of Planning | 145.00 |
| Associate, Engineering (VI) | 190.00 | Planning Administrator | 135.00 |
| Director, Engineering (V) | 165.00 | Assistant Director | 125.00 |
| Project Manager (IV) | 145.00 | Planner | 105.00 |
| Project Engineer (III) | 125.00 | Jr. Planner | 90.00 |
| Engineer (II) | 105.00 | EXPERT WITNESS | |
| Jr. Engineer (I) | 100.00 | Principal/Associate | 330.00 |
| Senior CADD Technician Manager | 115.00 | Registered Engineer/Surveyor | 280.00 |
| CADD Technician | 95.00 | Project Engineer | 230.00 |
| Traffic Technician | 90.00 | LANDSCAPE ARCHITECT | |
| Permit Administrator | 90.00 | Associate, Landscape | 165.00 |
| Clerical | 75.00 | Senior Landscape Architect | 130.00 |
| DATA TECH DEVELOPMENT | | Environmental Administrator | 125.00 |
| Associate, Data Tech Dev. | 165.00 | Landscape Architect | 115.00 |
| GIS Coordinator | 145.00 | Environmental Specialist | 105.00 |
| GIS Specialist | 125.00 | Landscape CADD Technician | 95.00 |
| Multi-Media 3D Developer | 115.00 | Environmental Assistant | 85.00 |
| GIS Technician | 100.00 | SURVEYING | |
| Sr. Applications Developer | 165.00 | Associate, Surveying | 165.00 |
| Applications Developer | 135.00 | Senior Registered Surveyor | 145.00 |
| Network Administrator | 155.00 | Survey Crew | 135.00 |
| System Support Specialist | 115.00 | Registered Surveyor | 125.00 |
| IT Support Specialist | 85.00 | Survey Coordinator | 105.00 |
| CONSTRUCTION | | CADD Technician | 95.00 |
| Associate, Construction | 165.00 | 3D Laser Scanner | 355.00 |
| Construction Management Director | 135.00 | Hydrographic Survey Crew | 330.00 |
| Senior Inspector | 100.00 | G.P.S. Survey Crew | 155.00 |
| Inspector | 90.00 | Sub-meter G.P.S | 75.00 |
| EMERGENCY MANAGEMENT | | Soft Dig (per hole) | 305.00 |
| Director | 145.00 | Utility Locates | 205.00 |
| Planner | 105.00 | MICROBIAL/INDOOR AIR | |
| Jr. Planner | 90.00 | QUALITY SERVICES | |
| | | Sr. Environmental Scientist | 115.00 |
| | | Environmental Scientist | 100.00 |

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Construction Services
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Building Code Services
Governmental Services

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

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Effective January 1, 2009