



Calvin, Giordano & Associates, Inc.
 EXCEPTIONAL SOLUTIONS

July 18, 2014

Mr. Robert Baldwin
 City Manager
 City of Dania Beach
 100 W. Dania Beach Boulevard
 Dania Beach, FL 33004

RE: Phase I (Meadowbrook) Drainage Improvements Construction Services

CGA Proposal No. 09-2777.10

Dear Mr. Baldwin,

We are pleased to submit this proposal for Professional Services on the above referenced project located in the City of Dania Beach. This proposal includes Professional Engineering Services and Professional Construction Services for the rehabilitation of the existing Meadowbrook Pump Station, corresponding force main, and rehabilitation of the FDOT structure located at the intersection of SE 3rd Avenue and SE 2nd Street. In addition, the project shall now include the following improvements: removal and replacement of four (4) lake outfall pipes with endwalls, removal of one (1) existing manhole structure, installation of stabilization revetment on the lake bottom and side slopes adjacent to the Meadowbrook pump station headwall/structure, and design of a SCADA system for remote monitoring of the Meadowbrook pump station. Scope shall include engineering services during construction such as shop drawing review, and periodic field review of critical construction items, as well as fees for construction observation during the installation of the improvements listed above.

I. Professional Engineering Services

A. Civil Engineering

1. Design Services

- SCADA system design and coordination for remote monitoring of the Meadowbrook pump station.

Building Code Services
 Coastal Engineering
 Code Enforcement
 Construction Engineering & Inspection
 Construction Services
 Contract Government
 Data Technologies & Development
 Emergency Management Services
 Engineering
 Governmental Services
 Indoor Air Quality
 Landscape Architecture & Environmental Services
 Municipal Engineering
 Planning
 Public Administration
 Redevelopment & Urban Design
 Renewable Energy
 Resort Development
 Surveying & Mapping
 Transportation Planning & Traffic Engineering
 Utility & Community Maintenance Services
 Water Resources Management

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

www.cgasolutions.com

2. Engineering During Construction

- Attend pre-construction meeting.
- Shop drawing review.
- Address contractor related questions or concerns.
- Field conflict resolution.
- Field review for critical construction items.
- Assist with coordination between the contractor and the City.
- Project close-out (As-Built and Permit Package Certifications).

II. Professional Construction Services

- A. The following scope is for providing Professional Construction Services during the construction contract time period including close-out. These services are based upon the total hours specified. The construction contract time has been established as 180 days to Final Completion. Any additional time beyond will need an approved agreement.
1. Attend and participate in meetings with Contractor, City, Condominium Board(s) and appropriate regulatory agencies when requested, and necessary for consultation or conferences in regards to construction of the project.
 2. Coordinate, route and issue interpretations and clarifications of the Contract Documents (including Work Change Directives, RFI's and Change Orders), and assist in evaluating requested deviations from the approved design or specifications. In connection therewith, review, prepare and process any work change directives or change orders requested by the Contractor and / or the City.
 3. Route and coordinate the review and processing of shop drawings, samples and other data which the Contractor is required to submit.

4. Coordinate and perform periodic / daily inspections (estimated at four (4) hours per day, for a total of 420 hours of Field Representative observation services) for compliance with plans and specifications for related civil, structural, electrical, and mechanical construction activities. Make interim inspections for substantial and final completion(s) to determine, in general, if the work has been completed in conformance with the intent of the Contract Documents.
 5. Review and make recommendation of progress payment approval, and process pay requests / applications.
 6. Review as-builts provided by the Contractor.
 7. Coordinate and assist in the preparation of certifications, final close-out documents, and submittals; review and process close-out packages and permits.
 8. Coordinate and assist with training and warranty requirements.
 9. Route and coordinate the review of RFI submittals and responses.
 10. Conduct and manage bi-weekly construction progress meetings; prepare and distribute meeting minutes.
 11. Maintain logs including submittals, and RFI's.
- B.** The Construction Services efforts contained in this Work Authorization are proposed at an increased level of effort due to the additional / added work including four (4) drainage culverts crossing private property; increased modifications to the FDOT outfall / control structure; and increased water ward improvements and headwall(s) associated with the drainage pump station.

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. 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 and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

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	\$37,800.00
	Final Engineering	
	SCADA system design. (Includes plans and specifications)	\$8,990.00
	Engineering During Construction	
	Project Management/General Tasks	\$2,320.00
	Construction Coordination Meetings	\$3,110.00
	Assist Contractor w/ design related issues.	\$7,000.00
	Shop drawing review and approval	\$4,820.00
	Review and approve as-built drawings	\$1,160.00
	Final certification and close-out	\$1,370.00
	SCADA	\$3,480.00
	Field Investigation	\$1,450.00
	Sub-Consultant	
	Architect Consultant	\$2,000.00
	Structural Engineering Consultant	\$2,100.00
II	Professional Construction Services	\$80,760.00
	Construction Inspection	
	Field Inspection	\$55,185.00
	Construction Management	
	Project Management/General Tasks	\$25,575.00
III	Meetings not included in I thru II	Hourly
TOTAL (Plus Hourly Services)		\$118,560.00
Amount Covered by P.O. #2014-00000132		
[Funds encumbered for Meadowbrook Pump Station (09-2777.4)]		\$42,293.25
Balance (Requiring Commission / City Approval)		\$76,266.75

TERMS OF THE AGREEMENT

- 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.
- 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 \$118,560.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By:  Date: 7/18/14
Name: Dennis J. Giordano
Title: President

By: _____ Date: _____
Name: Mr. Robert Baldwin
Title: City Manager

By: _____ Date: _____
Name: Mr. Dominic F. Orlando, P.E
Title: Public Works Director
As to "scope of services"

Hours Summary - Detail

Civil Engineering Fort Lauderdale

Engineering During Construction

<u>Work Activity</u>	<u>Position</u>	<u>Hrs.</u>	<u>Rate</u>	<u>Total</u>
Assist Contractor w/ design related issues.	Project Engineer III	6	\$125.00	\$750.00
Assist Contractor w/ design related issues.	Project Manager IV	34	\$145.00	\$4,930.00
Assist Contractor w/ design related issues.	Director Engineering V	8	\$165.00	\$1,320.00
Construction Coordination Meetings	Project Engineer III	4	\$125.00	\$500.00
Construction Coordination Meetings	Project Manager IV	18	\$145.00	\$2,610.00
Field Investigation	Project Manager IV	10	\$145.00	\$1,450.00
Final certification and close-out	Project Engineer III	4	\$125.00	\$500.00
Final certification and close-out	Project Manager IV	6	\$145.00	\$870.00
Project Management/General Tasks	Project Manager IV	16	\$145.00	\$2,320.00
Review and approve as-built drawings	Project Manager IV	8	\$145.00	\$1,160.00
SCADA	Project Manager IV	24	\$145.00	\$3,480.00
Shop drawing review and approval	Project Manager IV	28	\$145.00	\$4,060.00
Shop drawing review and approval	Associate Engineering VI	4	\$190.00	\$760.00
Total Engineering During Construction		170		\$24,710.00

Final Engineering

<u>Work Activity</u>	<u>Position</u>	<u>Hrs.</u>	<u>Rate</u>	<u>Total</u>
SCADA system design. (Includes plans and specifications)	Project Manager IV	62	\$145.00	\$8,990.00
Total Final Engineering		62		\$8,990.00

Sub-Consultant

<u>Work Activity</u>	<u>Position</u>	<u>Hrs.</u>	<u>Rate</u>	<u>Total</u>
Sub-Consultant	Architect Consultant	1	\$2,000.00	\$2,000.00

Civil Engineering Fort Lauderdale**Sub-Consultant**

<u>Work Activity</u>	<u>Position</u>	<u>Hrs.</u>	<u>Rate</u>	<u>Total</u>
Sub-Consultant	Structural Engineering Consultant	1	\$2,100.00	\$2,100.00
Total Sub-Consultant		2		\$4,100.00
Total Civil Engineering Fort Lauderdale		234		\$37,800.00

Construction Fort Lauderdale**Construction Inspection**

<u>Work Activity</u>	<u>Position</u>	<u>Hrs.</u>	<u>Rate</u>	<u>Total</u>
Field Inspection	Sr Inspector	480	\$100.00	\$48,000.00
Field Inspection	Construction Management Director	40	\$135.00	\$5,400.00
Field Inspection	Associate Construction	4	\$165.00	\$660.00
Field Inspection	Clerical	15	\$75.00	\$1,125.00
Total Construction Inspection		539		\$55,185.00

Construction Management

<u>Work Activity</u>	<u>Position</u>	<u>Hrs.</u>	<u>Rate</u>	<u>Total</u>
Project Management/General Tasks	Associate Construction	5	\$165.00	\$825.00
Project Management/General Tasks	Construction Management Director	150	\$135.00	\$20,250.00
Project Management/General Tasks	Permit Administrator	50	\$90.00	\$4,500.00
Total Construction Management		205		\$25,575.00
Total Construction Fort Lauderdale		744		\$80,760.00

Proposal Total

		978		\$118,560.00
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