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

RE: Remodel/Redesign Basin 5 Drainage Improvements (Phase II)

CGA Proposal No. 09-2777.9

Dear Mr. Baldwin,

This proposal is submitted in response to your request for CGA to update the plans and specifications for the Basin 5 Phase II drainage improvements project. The scope of services identified herein includes the remodeling of the Basin 5 area using the current Phase I bid plans, and developing the Phase II plans and specifications to bid documents. Assistance during bidding and construction phase services shall be included under a supplemental agreement.

I. Professional Engineering Services

A. Civil Engineering

1. Design Services

- Review and recalculate the Basin 5 ICPR model to incorporate changes made to the Meadowbrook Pump Station (Phase I).
 - Provide new pump selection based on the updated ICPR model.
 - Review and, if needed, Re-design submersible pump stations to accommodate the updated pump selection.
 - Update site plans and detail sheets to reflect new pump station sizes.

- Review existing topography at the intersection of SE 5th Avenue and SE 3rd Street and provide a design which addresses ADA requirement deficiencies.
- Update the Phase II plans based on the redesigned Phase I improvements.
- Prepare for and attend four (4) two-hour progress meetings with the City of Dania Beach.
- Prepare for and attend one (1) public meeting to answer any questions relative to the Phase II improvements.
- Prepare Instrumentation and Control plans to provide SCADA for remote monitoring of the three (3) pump stations.
 - Electrical engineering provisions for remote monitoring RTUs for the three proposed pumping stations.
- Coordinate the closure of the existing drainage wells not intended to be reused.
- Update engineer's estimate of probable cost.
- Update specifications to meet current standards and new pump selection.
- Coordinate soft digs for utility conflict resolution.
- SE 3rd Street and SE 3rd Avenue intersection analysis and redesign.
 - Analysis shall include review of the existing storm water runoff patterns.
 - Investigation of subsurface infrastructure in order to clarify discrepancies discovered during the Phase I construction.

- Preparation of plans for the redesign of the intersection grading and collection system.

2. Permitting Services

- Prepare and submit permit revision packages to the agencies below, and coordinate the process involving their approvals:
 - South Florida Water Management District (Environmental Resource Permit)
 - Broward County Environmental Protection and Growth Management Department (If Necessary)
 - FDEP (Drainage Wells)

3. Assistance during bidding

• This proposal does not include assistance during bidding. These services shall be provided under a supplemental agreement.

4. Engineering During Construction

This proposal does not include construction phase services.
 These services shall be provided under a supplemental agreement.

5. Sub Consultants

- Geotechnical Consultant: Provide an engineering report including a description of findings, general site preparation and foundation design recommendations for support, graphic logs of the test borings, and a test boring location plan.
 - Perform fifty-six (56), Standard Penetration Test (SPT) borings to a depth of 15 feet.

B. Electrical Engineering

1. Update electrical site plan

- **2.** Update electrical engineering design for three proposed pump stations due to re-modeling
- **3.** Includes renewed coordination with FPL regarding the revisions in establishing three electrical service points
- 4. Assistance during bidding
 - This proposal does not include assistance during bidding. These services shall be provided under a supplemental agreement.
- **5.** Engineering During Construction
 - This proposal does not include construction phase services.
 These services shall be provided under a supplemental agreement.

II. Professional Environmental Services

A. Coordinate with and submit final required documents to the agencies to allow issuance of environmental permits from Broward County, the SFWMD and the ACOE.

III. Professional Surveying Services

- A. CGA shall perform an investigation of the subsurface utilities within the project area in locations determined to have a high probability of potential utility conflicts. CGA shall provide labor services to collect GPS coordinates of underground utilities for up to forty (40) test holes in locations determined by the Engineer of Record (EOR). Using our slurry excavation system we will find and expose existing utilities following the ASCE Standard CI/ASCE 38-02 Utility Quality Level of Service designation and provide a Level D (Utility record research), Level C (Surveying and Plotting), Level B (Geophysical methods) and level A (Excavation) deliverable product.
- **B.** Miscellaneous Survey.
 - 1. Provide topographic/design survey of the intersection of SE 3rd Avenue and SE 3rd Street as directed by the Engineer of Record.

2. Provide design survey at locations specified by the Engineer of Record in order to capture changes to the existing conditions.

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 stakeout 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	Pro	fessional Engineering Services	
	A	Professional Civil Engineering Services	\$99,005.00
		Final Engineering	
		SCADA Design	\$9,280.00
		Update Specifications	\$7,040.00
		Utility Coordination	\$2,000.00
		Project Management/General Tasks	\$6,960.00
		Meetings with the Client	\$2,610.00
		Paving, Grading & Drainage Plans	\$28,120.00
		Final Flood Routing Calculations	\$11,600.00
		Update Budget Level Cost Estimate	\$1,000.00
		Quality Control	\$10,720.00
		Engineering Permitting	
		Pre-Application Meeting (1 per Agency)	\$1,305.00
		Review Agency Comments	\$870.00
		Respond to Agency Comments	\$5,000.00

		Sub-Consultant	
		Geotech Consultant	\$12,500.00
	В	Professional Electrical Engineering Services	\$14,905.00
		Electrical Engineering	
		Quality Control Review	\$1,040.00
		Design electrical power feed, circuiting, and controls.	\$5,000.00
		Electrical plans development	\$4,560.00
		Pump Controls Design and Review	\$1,305.00
		Specs preparation including generator sizing and specs	\$3,000.00
II	Pro	fessional Environmental Services	\$3,250.00
		Environmental	
		Wetland ERP Permitting	\$3,250.00
Ш	Pro	fessional Surveying Services	\$36,300.00
		Survey	
		SUE	\$26,300.00
		Other Survey Work Activity	\$10,000.00
IV	Med	etings not included in I thru III	Hourly
		TOTAL (Plus Hourly Services)	\$153,460.00

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. 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 \$153,460.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

As to "scope of services"

By:		Date:	
Name:	Dennis J. Giordano		
Title:	President		
Ву:		Date:	
Name:	Mr. Robert Baldwin		
Title:	City Manager		
By:		Date:	
Name:	Mr. Dominic F. Orlando, P.E		
Title:	Public Works Director		

Hours Summary - Detail

Civil Engineering Fort Lauderdale

Engineering Permitting

	Work Activity	Position	<u>Hrs.</u>	Rate	<u>Total</u>
	Pre-Application Meeting (1 per Agency)	Project Manager IV	9	\$145.00	\$1,305.00
	Respond to Agency Comments	Project Engineer III	40	\$125.00	\$5,000.00
	Review Agency Comments	Project Manager IV	6	\$145.00	\$870.00
Total E	ngineering Permitting		55		\$7,175.00
Final E	ngineering				
	Work Activity	Position	<u>Hrs.</u>	Rate	Total
	Final Flood Routing Calculations	Project Manager IV	80	\$145.00	\$11,600.00
	Meetings with the Client	Project Manager IV	18	\$145.00	\$2,610.00
	Paving, Grading & Drainage Plans	Project Engineer III	160	\$125.00	\$20,000.00
	Paving, Grading & Drainage Plans	Project Manager IV	56	\$145.00	\$8,120.00
	Project Management/General Tasks	Project Manager IV	48	\$145.00	\$6,960.00
	Quality Control	Project Manager IV	32	\$145.00	\$4,640.00
	Quality Control	Associate Engineering VI	32	\$190.00	\$6,080.00
	SCADA Design	Project Manager IV	64	\$145.00	\$9,280.00
	Update Budget Level Cost Estimate	Project Engineer III	8	\$125.00	\$1,000.00
	Update Specifications	Project Engineer III	32	\$125.00	\$4,000.00
	Update Specifications	Associate Engineering VI	16	\$190.00	\$3,040.00
	Utility Coordination	Project Engineer III	16	\$125.00	\$2,000.00
Total F	inal Engineering		562		\$79,330.00
Sub-Co	nsultant				
	Work Activity	Position	<u>Hrs.</u>	<u>Rate</u>	Total
	Sub-Consultant	Geotech Consultant	1	\$12,500.0 0	\$12,500.00
Total S	ub-Consultant		1		\$12,500.00
Total Civil Engi	ineering Fort Lauderdale		618		\$99,005.00

Electrical Engineering Fort Lauderdale

Electrical Engineering

SUE

Work Activity	Position	Hrs.	Rate	<u>Total</u>
Design electrical power feed, circuiting, and controls.	Project Engineer III	40	\$125.00	\$5,000.00
Electrical plans development	Eng CADD Technician	48	\$95.00	\$4,560.00
Pump Controls Design and Review	Project Manager IV	9	\$145.00	\$1,305.00
Quality Control Review	Associate Engineering VI	2	\$190.00	\$380.00
Quality Control Review	Director Engineering V	4	\$165.00	\$660.00
Specs preparation including generator sizing and specs	Project Engineer III	24	\$125.00	\$3,000.00
Total Electrical Engineering		127		\$14,905.00
Total Electrical Engineering Fort Lauderdal	e	127		\$14,905.00
Environmental Fort Lauderdale Environmental				
Work Activity	Position	<u>Hrs.</u>	<u>Rate</u>	Total
Wetland ERP Permitting	Environmental Administrator	26	\$125.00	\$3,250.00
Total Environmental		26		\$3,250.00
Total Environmental Fort Lauderdale		26		\$3,250.00
Surveying Fort Lauderdale				
Other Survey Work Activity				
Work Activity				
	Position	<u>Hrs.</u>	Rate	Total
Misc. Survey services	Position Unit		Rate \$10,000.0 0	<u>Total</u> \$10,000.00
Misc. Survey services Total Other Survey Work Activity			\$10,000.0	
·		1	\$10,000.0	\$10,000.00

Unit

40 \$605.00

\$24,200.00

Surveying Fort Lauderdale

SUE

Work Activity	Position	<u>Hrs.</u>	Rate	Total
SUE	Survey File Compilation	20	\$105.00	\$2,100.00
Total SUE		60		\$26,300.00
Total Surveying Fort Lauderdale		61		\$36,300.00
Proposal Total		832		\$153,460.00

Hours Summary - Detail

Civil Engineering Fort Lauderdale

Engineering Permitting

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	Pre-Application Meeting (1 per Agency)	Project Manager IV	9	\$145.00	\$1,305.00
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Calvin, Giordano & Associates, Inc.

EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

PRUFES	SIUNAL FE	E SCHEDULE	
Principal	215.00	LANDSCAPE ARCHITECT	
Contract Administrator	190.00	Associate, Landscape Architect	165.00
Project Administrator	165.00	Senior Landscape Architect	130.00
Executive Assistant / Clerical	75.00	Environmental Administrator	125.00
		Landscape Architect	115.00
ENGINEERING		Environmental Specialist	105.00
Associate, Engineering (VI)	190.00	Landscape CADD Technician	95.00
Director, Engineering (V)	165.00	Environmental Assistant	85.00
Project Manager (IV)	145.00	Landscape Inspector/Arborist	105.00
Project Engineer (III)	125.00	Landscape Designer	115.00
Engineer (II)	105.00	Landscape Site Plan Reviewer	130.00
Jr. Engineer (I)	100.00		
Engineer Technician	105.00	SURVEYING	
Senior CADD Tech Manager	115.00	Associate, Surveying	165.00
CADD Technician	95.00	Senior Registered Surveyor	145.00
Traffic Engineer (II)	125.00	Survey Crew	135.00
Traffic Engineer (I)	100.00	Registered Surveyor	130.00
Traffic Technician	90.00	Survey Coordinator	105.00
Permit Administrator	90.00	CADD Technician	95.00
		3D Laser Scanner	355.00
DATA TECH DEVELOPMENT		Hydrographic Survey Crew	330.00
Associate, Data Tech Dev.	165.00	G.P.S. Survey Crew	155.00
GIS Coordinator	145.00	Sub-meter G.P.S	75.00
GIS Specialist	125.00	Soft Dig (per hole)	480.00
Multi-Media 3D Developer	115.00	Utility Locates (per hour)	205.00
GIS Technician	100.00		
Sr. Applications Developer	165.00	INDOOR AIR QUALITY SERVICES	445.00
Applications Developer	135.00	Sr. Environmental Scientist	115.00
Network Administrator	155.00	Environmental Scientist	100.00
System Support Specialist	115.00	CONSTRUCTION	
IT Support Specialist	85.00	CONSTRUCTION Associate Construction	165.00
GOVERNMENTAL SERVICES		Associate, Construction Construction Management Director	135.00
Associate, VP	190.00	Construction Manager Construction Manager	125.00
Director of Code Enforcement	145.00	Senior Inspector	100.00
Director of Building Code	145.00	Inspector	90.00
Project Manager	145.00	Construction Coordinator	90.00
Grants Administrator	125.00	construction coordinator	30.00
Code Enforcement Field Supervisor	110.00	EMERGENCY MANAGEMENT	
Code Enforcement Field Inspector	90.00	Director	145.00
Building Official	115.00	Planner	105.00
Building Plans Reviewer	90.00	Assistant Planner	90.00
Building Inspector	90.00	, isolotant i ianne.	30.00
Permit Processor	75.00	PLANNING	
		Associate, Planning	175.00
REDEVELOPMENT & URBAN DESIGN		Director of Planning	145.00
Revitalization Project Director/Manager	165.00	Planning Administrator	135.00
Revitalization Coordinator	130.00	Assistant Director	125.00
Alternative Funding/Technician	100.00	Senior Planner	125.00
Commercial Zoning Administrator	130.00	Assistant Planner	90.00
Redevelopment Planner	105.00		
Specialist/Downtown Manager	100.00	EXPERT WITNESS	
Municipal Administrator	165.00	Principal/Associate	330.00
Municipal Assistant Administrator	130.00	Registered Engineer/Surveyor	280.00
Municipal Department/Division Head	105.00	Project Engineer	230.00

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.

Effective February 1, 2011

www.cgasolutions.com

Building Code Services

Construction Engineering &

Coastal Engineering

Code Enforcement

Construction Services

Contract Government

Data Technologies & Development

Emergency Management

Governmental Services

Landscape Architecture &

Environmental Services Municipal Engineering

Public Administration

Renewable Energy Resort Development

Surveying & Mapping

Traffic Engineering

Utility & Community

Maintenance Services

Transportation Planning &

Water Resources Management

1800 Eller Drive, Suite 600

Fort Lauderdale, FL 33316 Phone: 954.921.7781 Fax: 954.921.8807

Redevelopment & Urban

Indoor Air Quality

Inspection

Services

Planning

Design

Engineering

Homestead