



April 1, 2015

Mr. Marc LaFerrier
Community Development Director
City of Dania Beach
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

RE: Broward County Disposal Site Environmental Assessment
CGA Proposal No. 15-7608

Dear Mr. LaFerrier,

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

I. Professional Engineering Services

A. Civil Engineering

1. Assistance to the City of Dania Beach in evaluating the activities surrounding the stockpiling of asbestos containing materials by Broward County on the "Trails End" property located at the southwest corner of Griffin Road and US1. This assistance shall be limited to the following:

- Meet with City officials and a representative from Nutting Environmental of Florida, Inc. (Nutting) at City Hall and the subject site.
- Provide the attached Scope of Services by Nutting which is limited to a due diligence effort in reviewing available information and reporting to the City.

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

- Meet with City officials at the conclusion of the Nutting scope of services to discuss the findings and determine the scope of any further inquiry, action or testing which may be desired by the City.
2. Provide limited testing services in the adjacent neighborhood as outlined in the attached Scope of Service by Nutting Environmental.

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	\$42,670.00
II	Meetings not included in I thru I	Hourly
TOTAL (Plus Hourly Services)		\$42,670.00

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 \$42,670.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By:  Date: 4/1/15
Name: Dennis J. Giordano
Title: President

By:  Date: 4-7-15
Name: Mr. Marc LaFerrier
Title: Community Development Director



**NUTTING ENVIRONMENTAL
OF FLORIDA, INC.**

Your Project Is Our Commitment

- Environmental Property Assessments
- Contamination Assessments
- Remediation
- Monitoring Wells
- IAQ / Mold Evaluation

March 18, 2015

Calvin Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Ft. Lauderdale, FL 33316
Attn.: Jonathan Cooper, P.E.
Phone: (954) 921-7781 Fax: (954) 921-8807 Email: JCooper@cgasolutions.com

Re: Proposal for Environmental Consulting Services
Trails End
Southwest Corner of Griffin Road and Federal Hwy.
Dania Beach, Broward County, FL

Dear Jon:

NUTTING ENVIRONMENTAL OF FLORIDA, INC. (NEF) is pleased to present this proposal for the performance of Environmental Consulting Services at the above referenced property in accordance with your request.

The scope of work of services under this proposal was based upon our meeting with Mr. Marc LaFerrier, City staff and yourself as well as a site visit to the former Trails End processing area. The services will consist of general consulting services to review information provided by the City of Dania Beach and attempt to obtain additional information regarding asbestos containing material (ACM) permits and for the material transported to, from and managed at the Trails End property. Sample collection and laboratory analysis is not included within the scope of services of this proposal.

Specifically, we proposed the following scope of work:

Review the information provided by the City of Dania Beach on the two CD's provided and to perform a file review of accessible materials at the Broward County pertaining to asbestos containing material (ACM) permits and for the material transported to, from and managed at the Trails End compound.

NEF will provide an overview of general stockpiling and material sorting/processing/recycling activities on the site as may be discerned from limited available documents as described. We will also acquire and review what aerial photos we can locate to aid in the evaluation of the apparent land use within the compound between approximately July 2014 and February 2015. We propose to subcontract an asbestos expert to review and comment upon this information and permit compliance. A time line of events will be created and discussed in a report along with the available permit history and apparent compliance with permit requirements on the basis of the information reviewed.

Please review the attached quotation. If this quote meets your needs please sign and return it to this office. We look forward to providing these professional services to your firm.

Proposal for: Calvin Giordano & Associates, Inc.

Page 1 of 3

March 18, 2015

1310 Neptune Drive • Boynton Beach, Florida 33426 • 561-732-7200

Broward 954-782-7200 • St. Lucie 772-408-1050 • Miami-Dade 305-557-3083 • Fax 561-737-9975

Toll free: 1-877-NUTTING (688-8464) • www.nef.cc • info@nef.cc



**NUTTING ENVIRONMENTAL
OF FLORIDA, INC.**

Your Project Is Our Commitment

- Environmental Property Assessments
- Contamination Assessments
- Remediation
- Monitoring Wells
- IAQ / Mold Evaluation

March 26, 2015

Calvin Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Ft. Lauderdale, FL 33316

Attn: Jonathan Cooper, P.E.
Phone: (954) 921-7781

Fax: (954) 921-8807

Email: JCooper@cgasolutions.com

Re: Proposal for Limited Asbestos Testing Services
In Vicinity of Trails End
Southwest Corner of Griffin Road and Federal Hwy.
Dania Beach, Broward County, FL

Dear Jon:

NUTTING ENVIRONMENTAL OF FLORIDA, INC. (NEF) is pleased to present this proposal for the performance of limited asbestos testing services at the above referenced property in accordance with your request.

The scope of work of services under this proposal has been prepared in accordance with your instructions. It consists of the recovery of surficial soil samples by a licensed Asbestos Consultant subcontracted by NEF from the upper six inches of the soil profile, within the yard areas to the north, south, east and west of eight single family homes located within the Melaleuca Gardens subdivision in close proximity to the Trails End property. These homes largely fall along NW 6th Avenue in Dania Beach, FL (please see the attached photo). The soil samples will be placed into labeled containers and transported to a certified laboratory for evaluation by Polarizing Light Microscopy (PLM) for the presence of asbestos fiber content. A report will be generated discussing our methods, findings and conclusions.

It is important to note that there are no soil cleanup target levels or specifically regulated quantities pertaining to asbestos in soil in the context of this project to our knowledge. Some action levels have been previously applied at the Federal level by the EPA during Brownfield and Superfund cleanups. Typically in these projects, the action level has been at the method detection limit or approximately 0.25% asbestos content in soil.

We request that a signed release be obtained from each property owner of the single family home properties to be evaluated, authorizing NEF and NEF's subconsultants to access the properties for the purpose of performing the evaluation services as generally described herein, prior to our mobilizing for this project.

Please review the attached quotation. If this quote meets your needs please sign and return it to this office. We look forward to providing these professional services to your firm.

Proposal for: Calvin Giordano & Associates, Inc.

Page 1 of 3

March 26, 2015

1310 Neptune Drive • Boynton Beach, Florida 33426 • 561-732-7200

Broward 954-782-7200 • St. Lucie 772-408-1050 • Miami-Dade 305-557-3083 • Fax 561-737-9975

Toll free: 1-877-NUTTING (688-8464) • www.nef.cc • info@nef.cc