

March 17, 2016

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

**RE: SW 40th Avenue Sidewalk Design**  
CGA Proposal No. 16-8542

Dear Mr. Baldwin,

Calvin, Giordano & Associates, Inc. is please to submit this proposal for professional services necessary to assist the City of Dania Beach in the design, and development of Design Documents for the City owned SW 40th Avenue sidewalk improvements. Sidewalk improvements are desired along the west side of the existing roadway and will span approximately 2,000 linear feet from Stirling Road to SW 54th Court. It is our understanding that the City of Dania Beach desires the preparation of plans, specifications, and engineer opinion of cost for this project. Plans will be prepared without the use of Surveying services and conceptual layout will be prepared using existing aerials. Because of the lack of surveyed topography information, the plans will be prepared in a way to allow the contractor to construct the sidewalk meeting standard ADA specifications and details provided with the Basis of Design Plans. In addition to preparation of these documents, CGA will support the City of Dania Beach by attending one (1) Community Workshop to review the project with surrounding homeowners and businesses. Please note that the design of detailed grading plans, utilities, drainage and roadway improvements are not included in this contract. Should any additional services be required by the client, additional budget and scope will be required. The specific services offered herein are outlined below.

**I. Professional Engineering Services**

**A. Civil Engineering**

1. Design Analysis & Conceptual Layout Plans (60% Design Documents): Analyze existing right-of-way conditions by performing site walk through to determine sidewalk alignment and scope. Prepare sidewalk conceptual layout plan for anticipated design-build project. This will include two (2) half size sets (11"x17") set of plans and a digital copy in .cad format.
  - Perform site walk through to identify areas of potential sidewalk conflict. Walk thru will determine anticipated sidewalk alignment for preparation of schematic plans and standards technical specifications.
  - Prepare Conceptual Layout Plan for requested 5' sidewalk along SW 40th Ave.
  - Prepare Engineer's Opinion of Costs for the sidewalk improvements and provide to the Client during the 60% Design stage.
  - Fees include one (1) team meeting with client during this phase. If additional meetings are required, an additional budget will be required for this task.
  - Perform second field visit to confirm layout and review City comments.
  - It is anticipated that no right-of-way acquisition will be required to provide requested sidewalk improvements. Should existing conditions within SW40th Ave right-of-way prohibit construction of proposed sidewalk and right-of-way acquisition is required, City shall provide all services required to acquire needed right-of-way or easements from adjacent property owners.
  - Utility Coordination: No Utility Coordination will be provided for sidewalk improvements along SW 40th Ave. Should City add Utility Request Letter coordination to existing utility owners, additional budget and scope will be required.

2. Final Layout Plans and Specifications: Basis of Design Plans, Details and Technical Specifications shall be prepared and provided to the Client for review. This will include one (1) full size set (24"x36") set of plans and technical specifications and a digital copy in .pdf format. Design Layout Documents will not be signed and sealed by Florida Registered Professional Engineer.
  - Revise plans and specifications to address 60% comments from the Client and second field visit.
  - Prepare Engineer's Opinion of Costs for the sidewalk improvements and provide to Client.
3. Community Workshop Support
  - Attendance at Community Workshop for the proposed sidewalk improvements. City will be responsible for all coordination necessary to schedule the public workshop with residents.
4. Engineering Permitting
  - No permits will be applied for or obtained for this project. If it is discovered that a permit or license submittal is required, preparation of the applications and the processing of this permit will be handled under a separate contract.
5. Construction Phase Services
  - Engineering During Construction: Attend pre-construction meeting with City's contractor, assist City of Dania Beach with up to four (4) contractor's Request for Information (RFI), provide clarifications to contract documents and prepare revisions as needed. Provide necessary construction assistance and oversight for the construction of sidewalk along SW 40th Avenue, limited to confirmation of ADA compliant sidewalk slopes and minimum criteria established in the design package.

- Construction Observation and Inspections: The proposed hours are based on pre-construction activities and 42 calendar days of construction time (6 weeks). Construction observation/inspection time will be limited to an average of 2 hours per day, including scheduled inspections, by a field project representative for compliance with the plans and specifications. Observation reports and copies of inspection results will be provided to the engineer and City on a weekly basis. It is our understanding that the City will supplement CGA's efforts during the construction of the sidewalk. Review of two (2) contractor pay application and attendance at one pre-construction meeting with the contractor is also included. Due to the limited scope of construction, additional contractor progress meetings are not anticipated.

## 6. Other Services

- The only Civil Engineering services included in this proposal/contract are those identified above. No other Civil Engineering services are included in this contract.
- Any meetings other than those specifically identified in sections above are specifically excluded from this proposal and contract. If additional meetings are required, they can be added on an hourly (T&M) basis.
- This proposal does not include provision of design services for any improvements other than the construction of sidewalk improvements as identified above.
- This proposed excludes Utility, Roadway or Drainage Design, Landscape Architecture, Electrical Design & Lighting Photometrics, Transportation Planning & Traffic Engineering, Environmental Services, Construction Management and Construction Engineering Inspection services.
- This proposal excludes preparation of any permitting documents.
- This proposal does not include bidding services or the preparation of bidding documents. It is our understanding that the sidewalk improvements will be performed by a City Contractor.

## II. Professional Landscape Architecture Services

- A. Provide coordination with the Civil Engineering department to address existing tree issues on the project. We will graphically identify the general location where existing specimen trees are in conflict or in close proximity to the proposed walk. Root barriers may be specified to avoid future uplifting problems with those tree roots. Some tree trimming may be required as this right of way has many large trees.
- B. One color rendering of the plan view of the sidewalk plan shall be provided on an aerial as well as a typical section to be utilized for the community meeting.
- C. All coordination issues for the removal or relocation of those trees or palms with the adjacent home owners shall be the responsibility of the City. Tree permitting or preparation of a tree disposition plan is not included.
- D. Planting plans are not included in this scope. We are anticipating that the contractor will address any tree mitigation for the removal of any trees/palms directly with City staff.

#### **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**

- 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**

## **MEETING ATTENDANCE**

## **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:

<b>PROPOSED SCHEDULE OF FEES</b>		
<b>I</b>	<b>Professional Engineering Services</b>	
<b>A</b>	<b>Professional Civil Engineering Services</b>	<b>\$24,605.00</b>
	Preliminary Engineering	\$6,625.00
	Final Engineering	\$5,415.00
	Engineering During Construction	\$3,775.00
	Other Engineering Work Activity	
	Community Workshop	\$870.00
	Construction Observation/Inspection	\$7,920.00
<b>II</b>	<b>Professional Landscape Architecture Services</b>	<b>\$2,760.00</b>
	Preliminary Landscape Architecture	
	Tree Inventory	\$920.00
	Engineering coordination	\$230.00
	Review & respond to Staff Comments	\$460.00
	Prepare color renderings/exhibits	\$1,150.00
<b>III</b>	<b>Meetings not included in I thru II</b>	<b>Hourly</b>
<b>TOTAL (Plus Hourly Services)</b>		<b>\$27,365.00</b>

**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**

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Sincerely,

**CALVIN, GIORDANO & ASSOCIATES, INC.**

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Cost of these services are \$27,365.00 plus hourly as noted in fee breakdown.

**ACCEPTANCE OF CONTRACT**

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**CALVIN, GIORDANO & ASSOCIATES, INC.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Mr. Robert Baldwin  
Title: City Manager

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