



July 1 ,2021

Mr. Horacio Danovich
GO Bond and Innovation District Director
City of Pompano Beach
100 West Atlantic Boulevard, Room 276
Pompano Beach, FL 33060

RE: SR A1A Streetscape Project/ PB 19353 CEI Scope of Services

Dear Mr. Danovich,

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

I. Professional CEI Services

A. The following scope is based upon pre-construction activities, and 300 calendar days of Construction Time (10 months), and on total hours specified within. Daytime work only is anticipated. Any additional time beyond this will require an approved agreement. The anticipated scope of services include assistance with pre-construction activities and coordination; and Construction Engineering and Observation services for the A1A Streetscape project from Atlantic Boulevard to the Hillsboro Inlet Bridge

1. Assistance During Bidding Process, Design, Shop Drawings Review and Surveying - not included.

2. Construction Services

- Attend and participate in one (1) pre-construction meeting at Municipality location; record / prepare / distribute meeting minutes.

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- Schedule, attend and conduct bi-weekly construction progress meetings at Municipality location for the duration of the construction project (assumed effort at 15 meetings @ 3 hours per meeting); prepare and distribute meeting minutes.
- Receive and coordinate through the EOR, interpretations and clarifications of the Contract Documents (RFI responses, plan revisions, and Work (Change) Directives prepared by the EOR). In connection therewith, assist in the review and processing of any work change directives or change orders requested by the City.
- Receive, review and coordinate the review and processing of shop drawings, samples and other data which the Contractor is required to submit. Effort is limited to one review and one resubmittal per item.
- Perform periodic / daily observations of Field / Resident Project Representative services for compliance with plans and specifications; provide copies of observation reports to the EOR and City on a weekly basis. 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.
- Coordinate and conduct close-out inspections with City, Contractor, EOR and permitting agencies; prepare and distribute punch-list(s).
- Perform reviews of as-builts supplied by the Contractor.
- Assist in obtaining information from the Contractor to process close-out packages. Prepare and submit permit close-out documents and certification(s).
- Review, coordinate required revisions, and approve and payment application requests; processing of applications by City.



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- Attend and participate in meetings with the City, Contractor, Engineer and appropriate regulatory agencies when requested by the City and necessary for consultation and conferences in regard to construction of the project.
- Receive, review and process Contractor's construction schedule(s), and schedule of values.

3. Materials verification testing as needed.



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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, and docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing,



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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.
- 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.
- 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



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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 an hourly fee as shown in the proposed Schedule of Fees:

PROPOSED SCHEDULE OF FEES		
I	Professional CEI Services	\$139,180.00
	CEI Fort Lauderdale	
	CEI	\$135,070.00
	Federal Engineering & Testing	\$4,110.00
III	Meetings not included in I thru II	Hourly
TOTAL (Plus Hourly Services)		\$139,180.00

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.
- 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.
- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely



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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).
- This Agreement may be terminated by either party upon not less than thirty (30) 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.
- 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.



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- 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.

Digitally signed by Mohamed
Mohamed Mabrouk Mabrouk
Date: 2021.07.01 21:11:23 -04'00'

Mohamed Mabrouk, P.E.
Director of CEI



Cost of these services are \$160,350.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

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

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By: _____ Date: _____
Name: Mohamed Mabrouk, P.E.
Title: Director of CEI

By: _____ Date: _____
Name: Mr. Horacio Danovich
Title: CIP Engineer