

Page 1 of 3

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

KERVIN ALFRED, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager, and **KERVIN ALFRED** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

“CONTRACTOR”

Calvin, Giordano & Associates, Inc.

(Print or type name of company here)

Witnesses:

James Messick
(Print or Type Name)

Nicholas Kanelidis
(Print or Type)

By: _____

Print Name: David Stambaugh, PE

Title: Vice President of Professional Services

Business License No. EB0000514

STATE OF FLORIDA

COUNTY OF BROWARD

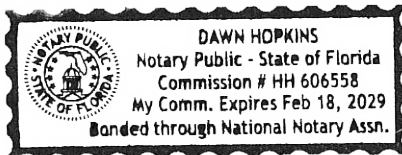
The foregoing instrument was acknowledged before me this 4th day of April, 2025 by

Dawn Hopkins as Notary Public of

Calvin, Giordano & Associates, Inc., a Florida corporation on behalf of the corporation or a Florida limited liability company on behalf of the company. He/she is personally known to me or who has produced Personally Known

_____ (type of identification) as identification.

NOTARY’S SEAL:



NOTARY PUBLIC, STATE OF FLORIDA

Dawn Hopkins
(Name of Acknowledger Typed, Printed or Stamped)

HH606558

Commission Number



Calvin, Giordano & Associates, Inc.
A SAFEbuilt® COMPANY

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Grant Management &
Writing
Geographic Information
Systems (GIS)
Governmental Services
Indoor Air Quality (IAQ)
Landscape Architecture
Planning
Project Management
Redevelopment &
Urban Design
Surveying & Mapping
Transportation & Mobility
Transportation Planning
Water / Utilities Engineering
Website Development

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

www.cgasolutions.com

February 21, 2025

Exhibit A- Proposal

Mr. John Sfiropoulos
City Engineer
City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, FL 33060

RE: MLK and NW 18th Drive Intersection Improvement
CGA Proposal No.

Dear Mr. Sfiropoulos

Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit this proposal for professional civil engineering, traffic engineering, limited landscape architecture, structural engineering and electrical engineering services to the City of Pompano Beach (City) for the intersection improvements to fully signalize the intersection of MLK Blvd and NW 18th Drive in the City of Pompano Beach as well as add a NB to EB right turn lane. The scope includes design, permitting and construction documents preparation for a new signalized intersection, the new right turn lane, and removal of the existing adjacent pedestrian signal. The detailed scope of services is outlined below.

TASK 1 – DATA COLLECTION, EVALUATION, AND CONCEPTUAL PLAN

A. SURVEYING SERVICES (Subconsultant)

1. Topographic Survey of the Project Limits as noted in the attached Project Area Exhibit.

Survey work will comply with the Standards of Practice requirements for Surveying and Mapping, according to Chapter 51-17.052 of Florida Administrative Code, as adopted by the Board of Professional Surveyors, Chapter 472, Florida Statutes.

- Topographic survey for the full right-of-way within the Project Limits.

- Survey locations will include, but not be limited to, asphalt pavement, sidewalks, planter islands and visible above-ground utilities. Visible above ground utilities refer to the visible structures (e.g., manholes, valve boxes, inlets, etc.) typically associated with storm drainage, sanitary sewer, potable water, electric, gas, telephone and cable television.
- Data for pipe sizes, type of material, direction of flow, and invert elevations will be obtained for any accessible manholes or inlets for stormwater and sanitary sewer within the Project Limits, including the next structure in the line of flow outside of the Project Limits.
- Cross sections at 50-foot intervals will include elevations at the centerline, edge of pavement, curb, sidewalk, swales and low and high points whenever applicable within each cross sections.
- At least one topographic survey point shall be obtained 5' outside the R/W for proper harmonization.
- Recover right-of-way and property corners to establish the right-of-way surrounding the intersection.
- Locate trees with 3-inch diameter trunk or larger.
- Horizontal control will be referenced to the State Plane Coordinate System, Florida East Zone North American Datum NAD83/90. Vertical Datum 1988 (NAVD88).

B. CIVIL ENGINEERING

- Data Collection and Research
 - Perform a site visit of the intersection to understand existing conditions and site constraints, gather existing data and historical information.
 - Attend kick-off meeting with City staff and internal staff to confirm project goals and schedule.
 - Review any available record drawings, utility atlases, proposed plans for upcoming projects that the City is aware of, the CGA topographic survey, Geotechnical recommendations, and the findings from the Utility coordination.

- Utility Coordination

The utility coordination for ASCE SUE Quality Level A will involve the following steps:

- Create an 811 design ticket, submit utility request letters to applicable utility owners, and create a utility matrix for tracking.
- Log and input utility information into AutoCAD, submit confirmation letters, follow-up responses and confirmation from the applicable utility owners.
- Utility Locates and Potholing (Subconsultant): CGA shall subcontract with US Utility Potholing and Air Excavation (US Utility) to perform utility locates via GPR and vacuum excavations (potholing) where needed throughout the project limits. US Utility shall report the results of their vacuum excavations in PDF format with pictures that include pipe material, diameter, depth from surface, and assumed use. The scope includes up twenty (20) vacuum excavations.
- Conceptual (30%) Plan Development and Confirmation
 - Prepare a conceptual plan showing the general alignment of the intersection with the new right turn lane based on the traffic study review, existing conditions and constraints, and discussions with City staff. Submit the concept to staff for evaluation and feedback. This plan will be a 30% level plan and will not include detailed design or grading and will not show exact locations of equipment yet.
 - CGA shall not proceed to 60% plans/construction documents until the City has provided confirmation, in writing, approving the conceptual design.

C. GEOTECHNICAL INVESTIGATION:

- Perform the following geotechnical testing
 - Two (2) Standard Penetration Test (SPT) borings will be performed up to a depth of 25 feet below the existing ground surface in opposite quadrants of the intersection.
 - One SPT to a depth of 10 feet in the area of the new turn lane.
 - Two (2) pavement cores with associated SPT to a depth of 2 feet within the existing pavement section.
 - Two (2) SFWMD Open hole exfiltration tests to determine the hydraulic conductivity of the existing ground.
- Provide an engineering report including a description of findings, general site preparation, pavement design recommendations, and pipe bedding recommendations.

D. TRAFFIC ENGINEERING

- Assist with the conceptual layout of the intersection based on the BCTED traffic study dated March 22, 2022. Review the operational configuration of the intersection, including turn lane lengths, distances to mast arms, stop bar locations according to the MUTCD and the Florida Greenbook.

E. ELECTRICAL ENGINEERING

- Perform visual field investigation to verify existing as-built roadway lighting documents and electrical conditions within the project limits.
- Verify and obtain existing electrical components conditions, including panels, service point locations and controls. Notify client of any concerns regarding our findings.
- Contact owners of the streetlight poles within the scope of work for the preparation of the intersection photometric plan.

TASK 2 – 60% PLANS PREPARATION

A. CIVIL AND TRAFFIC ENGINEERING

- Prepare 60% plans (based on the City approved 30% plans) for the proposed improvements to include:
 - Cover
 - General Notes
 - Roadway Plans and Details
 - Signing and Pavement Marking Plans and Details
 - Stormwater Pollution Prevention Plans (SWPPP)
 - Signalization Plan
 - Mast Arm Tabulation Preliminary plan
- Prepare an engineer's Opinion of Probable Costs
- Conduct QA/QC of the 60% plans.
- Submit 60% plans to the City for review. Attend meeting to review

comments provided by the City.

- Prepare Final Plans and cost estimate based on comments received from the permitting agencies and the City. Changes to the design concept after 60% plans acceptance will require an additional services agreement.
- Submit Bid Documents including final plans, technical specifications, and a bid form to the City for public advertisement. The City is responsible for the front-end documents and for the bidding process.

B. ELECTRICAL ENGINEERING SERVICES

- Develop electrical plans and perform a photometric analysis of the existing and proposed lighting levels of the intersection based on Florida Greenbook current edition. Photometric plans will include type of lights, manufacturers and poles to be used, and existing light pole removal or relocation as required
- It is assumed the existing FPL electrical service can accommodate any additional electrical requirements for the proposed intersection. Coordination with FPL for electrical service and use of the FPL available lighting system is part of this design phase of the project.
- Prepare 60% cost estimate.
- Fees include reviewing, responding, and addressing comments from City of Pompano.
- Client approval of this phase of the project is required prior to start 90% electrical construction documents.

C. LANDSCAPE ARCHITECTURE

- Prepare 60% tree disposition plans for impacts to trees within the right of way.
- Prepare 60% cost estimate.
- Fees include reviewing, responding, and addressing comments from City.

TASK 3 – PERMITTING

A. Submit permits to:

- Broward County Traffic Engineering Division (BCTED)
- South Florida Water Management District (SFWMD).

- B. Attend a pre-application/methodology meeting with Broward County Traffic Engineering Division (BCTED) to discuss the improvements.
- C. Meet with agencies to ensure all required documents are provided as needed to obtain final approval of the overall plans.
- D. Submit to City of Pompano Building Department for a dry-run review. Note – the contractor will make the official submittal to the Building Department.

TASK 4 – 90% PLANS PREPARATION

A. CIVIL AND TRAFFIC ENGINEERING

- Prepare 90% plans for roadway improvements including Paving, Grading & Drainage Plans, Pavement Marking and Signage Plans, Maintenance of Traffic Plans, Signalization Plans and Details, Mast Arm Tabulation sheets, SWPPP Plans, Details and General Notes
- Prepare 90% cost estimate for the improvements.
- Finalize drainage calculations.
- Submit plans to City of Pompano for review.
- Submit plans to City of Pompano Building Department (DRY RUN).

B. ELECTRICAL ENGINEERING

- Prepare 90% plans for proposed intersection lighting design, including but not limited to, conduit, wiring, changes or upgrades to electrical service point, light and pole details, voltage drop, and fault current calculations for the electrical service and power distribution design as required. The 90% developed electrical plans will design in compliance with FDOT Greenbook latest edition, FBC 2023 – 8th Edition and NEC 2023
- Prepare 90% cost estimate.
- Submit plans to City of Pompano for review.
- Submit plans to City of Pompano Building Department (DRY RUN).

C. LANDSCAPE ARCHITECTURE

- Prepare 90% Tree Disposition
- Prepare 90% cost estimate.
- Submit plans to City of Pompano for review.
- Submit plans to City of Pompano Building Department (DRY RUN).

TASK 5 CONSTRUCTION DOCUMENTS:

A. CIVIL AND TRAFFIC ENGINEERING

- Prepare 100% plans and specifications for roadway improvements including Paving, Grading & Drainage Plans, Pavement Marking and Signage Plans, Maintenance of Traffic Plans, SWPPP Plans, Details and General Notes, Signalization Plans, Mast Arm Tabulation Sheet
- Prepare final cost estimate for the improvements.
- Fees include reviewing, responding, and addressing comments from City of Pompano at 90% submission.

B. ELECTRICAL ENGINEERING

- Prepare 100% plans for proposed intersection lighting design, including but not limited to, conduit, wiring, changes or upgrades to electrical service point, light and pole details, voltage drop, and fault current calculations for the electrical service and power distribution design as required. The 90% developed electrical plans will design in compliance with FDOT Greenbook latest edition, FBC 2023 – 8th Edition and NEC 2023
- Prepare final cost estimate.
- Fees include reviewing, responding, and addressing comments from City of Pompano at 90% submission.

C. LANDSCAPE ARCHITECTURE

- Prepare 100% Tree Disposition
- Prepare final cost estimate.
- Fees include reviewing, responding, and addressing comments from City of Pompano at 90% submission.

TASK 6 PROJECT MANAGEMENT

- A. Project & Client Management. Design team coordination during the design process to ensure the project progresses on schedule. This includes internal progress meetings, coordination with the landscape architecture, electrical and traffic engineering departments, coordination with adjacent projects and development, answering/providing information requests from the City or interested stakeholders, schedule updates, and invoice processing. Overall client coordination to keep the City aware of the project's progress, budget, schedule, and critical design decisions.

- B. Quality Assurance/Quality Control - Review of the documents prior to each phase submittal through internal disciplinary review as well as an in-house review by a professional not directly involved with the project.

ASSUMPTIONS AND EXCLUSIONS

The only services included in this contract are those specifically identified above. The following are additional assumptions and exclusions for this contract:

1. Attendance at public meetings are not included. Attendance at meetings can be billed at the contracted hourly rates.
2. No utility plans for water or sewer modifications or replacements are included.
3. The scope does not include alignment changes or improvements, other than curb ramps and mast arms, to the north leg of the intersection.
4. It is assumed that the existing stormwater system is in good condition and therefore no drainage modeling or upgrades to the existing system are included. Drainage modifications as required for the signalization improvements and right turn lane are included.
5. This proposal includes through Bid Documents preparation. It does not include Bidding Assistance or Post Design Services. These can be provided with an ASA.
6. Coordination with FPL for power service and constructability is included however, if undergrounding or rerouting of FPL overhead lines are required, an ASA shall be required.
7. The landscape architecture scope is limited to a tree disposition plan for impacts to existing trees as a result of the NB to EB right turn lane. If landscape architectural or irrigation design services are needed for a planting plan or any other additional services an additional services agreement shall be required.
8. Permit application and review fees shall be the responsibility of the City. Any additional permit required but not specifically listed or obtained by CGA are to be the responsibility of the awarded Contractor.
9. For schedule assumptions, City shall provide CGA with submittal review comments within fifteen (15) working days of receiving them.
10. An allowance has been included for unforeseen conditions. This allowance can be used hourly with the city's written approval.

BASIS OF PROPOSAL

1. 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.
2. 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.
3. 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.
4. 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.
5. Calvin, Giordano & Associates, Inc. will require that all consultants carry proper insurance, including professional liability insurance, if appropriate.
6. Only meetings specifically noted in the fee proposal are included in this proposal. If additional meetings beyond those mentioned are required, they shall be bill at the attached hourly rates.

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:

1. 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.

2. Calculations for areas outside of the project limits or modeling of the overall basin. Drainage is provided to mitigate the proposed improvements only.
3. Engineering for areas outside the project limits and negotiations for any easements, if required (other than as specified in the Scope of Services).
4. Permit application or negotiation with permitting authorities other than those specifically listed herein.
5. 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.
6. 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.
7. 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, if requested beyond the listed meetings, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the contracted Hourly Rate Schedule.

FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum fee as shown in the attached table.

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.

David Stambaugh, PE
Vice President of Professional Services

Cost of these services are \$ 291,914.00 as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: _____

Date: 04/04/2025

Name: David Stambaugh

Title: Vice President of Professional Services

By: _____

Date: _____

Name: _____

City of Pompano Beach

Staff Hours by Classification & Hourly Rate for Services																													
Task	Description	Engineering Department										Landscape Architecture/Urban Design Department										Traffic Department				Sub-Consultants			Task Total
		Civil Engineering Services					Electrical Engineering Services					Landscape Architecture Services					Traffic Engineering Services				Geotechnical	SUE (US Util & Potability)	Survey (Compass Surveying)	Structural					
		Director	Clerical	Project Manager	Project Engineer	Sr. Cadd Technician	Task Subtotal	Project Manager	Sr. Cadd Technician	Task Subtotal	Director	Senior Landscape Architect	Landscape Architect	Landscape Designer	Cadd Technician	Task Subtotal	Project Manager	Project Engineer	Sr Cadd Technician	Task Subtotal									
	1. Data Collection, Evaluation and Conceptual Plans	\$175.00	\$75.00	\$55.00	\$150.00	\$130.00	\$110.00	\$115.00	\$115.00	\$13.475.00	8	0	\$1,200.00	0	5	2	3	0	\$1,275.00	15	12	0	\$ 3,810.00	\$ 21,000.00	\$ 20,935.00	\$ 20,935.00	\$ -	\$82,630.00	
	2. 60% Plans Preparation	10	2	56	53	52	60		\$ 29,810.00	36	24	\$8,160.00	3	9	5	2	16		\$ 4,100.00	31	14	67	\$ 14,175.00	0	0	0	0	\$56,245.00	
	3. PERMITTING																												
	4. 90% Plans Preparation	4	0	20	12	10	10		\$ 7,510.00	0	0	0	0	8	0	0	8		\$ 1,840.00	16	3	4	\$ 3,250.00	0	0	0	0	\$12,600.00	
	5. Construction Documents	8	10	47	30	32	83		\$ 26,665.00	51	30	\$ 11,100.00	3	12	2	2	14		\$ 3,955.00	29	19	61	\$ 13,835.00	0	0	0	0	\$55,085.00	
	6. PROJECT MANAGEMENT	3	8	40	2	26	28		\$ 13,465.00	16	12	\$ 3,780.00	2	11	3	2	8	\$0.00	\$3,195.00	14	8	26	\$ 6,130.00	0	0	\$ -	\$ 38,584.00	\$65,154.00	
		4	0	100	0	0	0		\$ 15,700.00	8	0	\$ 1,200.00	0	8	0	0	0		\$ 1,080.00	15	0	0	\$ 2,250.00	\$ -	\$ -	\$ -	\$ -	\$20,230.00	
Total Hours		34	24	295	103	156	205		\$ 87,0	119	66	\$ 185,0	8	53	12	9	46		\$ 15,445.00	120	56	158	\$ 43,450.00	\$ 21,000.00	\$ 20,935.00	\$ 20,935.00	\$ 38,584.00	\$ 291,914.00	