

**TOWN OF DAVIE**  
**TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Bruce Taylor/954-327-3741

**PREPARED BY:** Heidi Cavicchia

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** Townwide

**ITEM REQUEST:** **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT WITH CALVIN, GIORDANO AND ASSOCIATES, INC. FOR ENGINEERING SERVICES RELATED TO THE DESIGN OF THE WASTEWATER TRANSMISSION MAIN IMPROVEMENTS.

**REPORT IN BRIEF:** The Town solicited proposals and selected Calvin, Giordano & Associates, Inc. as the firm best qualified to provide engineering services for wastewater transmission main improvements (R-2008-171). An agreement was negotiated with Calvin, Giordano & Associates, Inc. for these services and is being presented for approval by the Town Council and the Mayor's signature.

**PREVIOUS ACTIONS:** R-2008-171

**CONCURRENCES:** Town Administrator reviewed and approved the agreement, given to Town Attorney for review

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: \$208,385

Account Name: Capital Outlay

**RECOMMENDATION(S):** Motion to approve the resolution

**Attachment(s):** Resolution, Resolution R2008-171, proposal signed by Calvin, Giordano & Associates, Inc.

RESOLUTION NO. R-2008-

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT WITH CALVIN, GIORDANO AND ASSOCIATES, INC. FOR ENGINEERING SERVICES RELATED TO THE DESIGN OF THE WASTEWATER TRANSMISSION MAIN IMPROVEMENTS.

WHEREAS, the Town solicited proposals and selected Calvin, Giordano & Associates, Inc. as the firm best qualified to provide engineering services for wastewater transmission main improvements (R-2008-171); and

WHEREAS, an Agreement was negotiated with Calvin, Giordano & Associates, Inc. for these services; and

WHEREAS, it is in the Town's best interest to execute the agreement for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council hereby authorizes the Mayor to sign the agreement with Calvin, Giordano & Associates, Inc.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

\_\_\_\_\_

MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_

TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.

RESOLUTION NO. R-2008-171

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SELECTING THE FIRM OF CALVIN GIORDANO & ASSOCIATES, INC., TO PROVIDE ENGINEERING SERVICES FOR WASTEWATER TRANSMISSION MAIN IMPROVEMENTS AND AUTHORIZING THE TOWN ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AN AGREEMENT FOR SUCH SERVICES.

WHEREAS, the Town solicited proposals to provide engineering services for wastewater transmission main improvements; and

WHEREAS, the selection committee has selected Calvin Giordano & Associates, Inc. as the firm best qualified to provide the required services; and

WHEREAS, it is in the Town's best interest to execute a contract for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby accept the selection of Calvin Giordano & Associates, Inc. as the firm best qualified to provide the required engineering services and authorizes the Town Administrator or his designee to negotiate an agreement for such software and training services and present that contract for approval at a future meeting date. Should no agreement be reached with the highest ranking firm, then the Town Administrator or his designee shall negotiate with the next ranked firm and present that agreement for approval.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 6<sup>th</sup> DAY OF August, 2008

  
MAYOR/COUNCIL MEMBER

ATTEST:

  
TOWN CLERK

APPROVED THIS 6<sup>th</sup> DAY OF August, 2008



Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS

August 28, 2008

Mr. Tom Truez  
Mayor  
Town of Davie  
6591 Orange Drive  
Davie, FL 33314

**RE: Design of Upsized Force Main from proposed Upsized LS #8 to Davie  
WWTP Inlet**  
CGA Proposal No. 07-1498

Dear Mr. Truez,

We are pleased to submit this proposal for Professional Services on the above referenced project located in the Town of Davie.

**I. Professional Engineering Services**

**A. Civil Engineering**

1. Design of a new force main starting at the proposed Lift Station #8 valve vault heading north to Stirling Rd and traversing west to NW 76 th Ave and terminating inside the WWTP at the Head works. Plans, Specifications and Detail Sheets will be provided. The approximate FM length is 6500 ft.
2. Provide Utility coordination with existing utilities along the force main path.
3. Assist Town in obtaining permits (FDOT, BCEPD, BCROW)

Engineering  
Construction Engineering  
& Inspection  
Municipal Engineering  
Transportation Planning  
& Traffic Engineering  
Surveying & Mapping  
Planning  
Landscape Architecture  
& Environmental Services  
Construction Services  
Indoor Air Quality  
Data Technologies  
& Development  
Emergency Management  
Services  
Building Code Services

1800 Eller Drive, Suite 600  
Fort Lauderdale, FL 33316  
Phone: 954.921.7781  
Fax: 954.921.8807  
[www.calvin-giordano.com](http://www.calvin-giordano.com)

4. Research and coordinate meetings with adjacent property owner at 6300 Stirling Rd to obtain an easement for installation of FM thru eastern boundary of the property.
5. Engineering during construction which includes field observation, as-built drawing review, and certification to place FM in service.
6. Provide a budgetary cost estimate

## **II. Professional Surveying Services**

- A. Prepare Route Survey for civil design for a force main from the proposed Lift Station Number 8 to the Treatment Plant. The route will begin at the said proposed Lift Station and run north to Stirling Road. It will then follow Stirling Road west to NW 76th Avenue. It will then proceed south on NW 76th Ave. to the treatment plant head works. The survey corridor width will be from the median to approximately 10 feet outside the right-of-way. The survey will include all above ground improvements, drainage structures with invert elevations, sanitary sewer manholes with invert elevations, cross sections at 50' intervals, all driveways and intersecting streets will be located to the Florida Department of Transportation (F.D.O.T.) right-of-way line with elevations. The F.D.O.T baseline will be reestablished and monumented every 500'. Project Benchmarks will be set every 1000'. Thirty Three (33) Softdigs (utility test holes) are proposed for this project at \$300.00 per test hole. If less than 33 holes are required the fee will be reduced by the \$300.00 per un-needed test holes.
- B. Research and note on drawing all utility easements identified by Recorded Plat along the entire proposed force main path. Prepare easements for the Margolis property as shown in the civil engineering plans for the proposed lift station. Manholes, wet well and valve vault will be included in the lift station easement.
- C. Prepare a force main easement for the Bank of America property as shown in the civil engineering plans for the proposed force main exiting the proposed lift station 8 valve vault.
- D. All cross sections taken at fifty foot (50') intervals shall include topographical shots of the following:

1. Center of Median
2. Top of Median Curb
3. Bottom of Median Curb
4. topographical shot per each lane stripe.
5. Bottom of sidewalk curb
6. Top of sidewalk curb

### **III. Professional Construction Services**

- A. The following scope is based on 5 Months Construction Time and on 440 Hours of field inspection time. Any additional time beyond will need an approve agreement.
  1. Civil plan reviews for quality control.
  2. Permit applications and certifications.
  3. Assist in bidding process, including pre-bid, bid opening, recommendation of award and contract execution.
  4. Meeting with Contractor and appropriate regulatory agencies when requested and necessary for consultation or conferences in regard to construction of the project.
  5. Issue interpretations and clarifications of the Contract Documents, and evaluate requested deviations from the approved design or specifications. In connection therewith, review, prepare and process any work change directives or change orders requested by the Contractor, or City.

6. Review and process shop drawings, samples and other data which the Contractor is required to submit.
7. Make daily inspections for compliance with plans and specifications. Make interim inspections for substantial completion; review, approve and process pay requests and perform a final inspection to determine, in general, if the work has been completed in conformance with the intent of the Contract Documents.
8. Review as-built provided by the Contractor.
9. Review and process closeout packages.

#### **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 ensure 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:

<b>PROPOSED SCHEDULE OF FEES</b>		
<b>I</b>	<b>Professional Engineering Services</b>	
<b>A</b>	<b>Professional Civil Engineering Services</b>	<b>\$118,190.00</b>
<b>II</b>	<b>Professional Surveying Services</b>	<b>\$43,640.00</b>
<b>III</b>	<b>Professional Construction Services</b>	<b>\$46,555.00</b>
<b>IV</b>	<b>Meetings not included in I thru III</b>	<b>Hourly</b>
<b>TOTAL Lump Sum (Plus Hourly Services)</b>		<b>\$208,385.00</b>

#### **TERMS OF THE AGREEMENT**

- Calvin, Giordano & Associates, Inc. agrees to indemnify, hold harmless and, at CLIENT's option, defend or pay for an attorney selected by CLIENT, to defend CLIENT, 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 Calvin, Giordano & Associates, Inc.
- 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.**

A handwritten signature in black ink, consisting of a stylized 'D' followed by a long horizontal line.

Dennis J. Giordano  
President

Cost of these services are \$208,385.00 plus hourly as noted in fee breakdown.

**ACCEPTANCE OF CONTRACT**

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

By:  Date: 8/28/08  
Name: Dennis J. Giordano  
Title: President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Mr. Tom Truez  
Title: Mayor