

**PROFESSIONAL SERVICES FINAL AGREEMENT**

**Between**

**CITY OF DORAL, FL**

**And**

**\_Calvin, Giordano & Associates, Inc.\_.**

**THIS AGREEMENT** is made between CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "CITY") and Calvin, Giordano & Associates, Inc., a Florida corporation authorized to do business in the State of Florida, (hereinafter referred to as the "CONSULTANT"), whose principal place of business is 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316. CITY and CONSULTANT may be referred to individually as "Party" or collectively as "Parties."

**RECITALS**

**WHEREAS**, Calvin, Giordano and Associates, Inc. developed the Doral Boulevard Beautification Master Plans that was adopted by the CITY Council in March of 2007; and

**WHEREAS**, the CONSULTANT is willing and able to perform such professional, services for the CITY within the basic terms and conditions set forth in this agreement (hereinafter referred to as "Professional Services Agreement or Agreement"); and

**WHEREAS**, the purpose of this Professional Services Agreement is to authorize the Consultant to perform a Specific Project and set forth certain general terms and conditions, which shall govern the relationship between CITY and CONSULTANT and which shall be incorporated into subsequent supplemental agreements or services when required.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual terms, conditions, promises and covenants set forth below, and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the CITY and CONSULTANT agree as follows:

## **SECTION 1. DEFINITIONS**

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1 **Compensation:** The total amount paid by the CITY for the CONSULTANT'S professional services for the project, exclusive of reimbursable expenses.

1.2 **Reimbursable Expenses:** the direct non-salary expenses directly attributable to the Project. Reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings and other documents; postage; travel expenses; and Subconsultant's fees.

1.3 **Subconsultant Fee:** the direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the Subconsultant.

1.4 **Travel Expenses:** Travel expenses, whether within or outside of Miami-Dade County, and whether to the Specific Project or otherwise, shall not be reimbursed unless CONSULTANT has secured advance written authorization for such travel from the CITY Manager. All approved travel expenses will be reimbursed in accordance with the CITY's adopted travel policy.

## **SECTION 2. PROJECTS SCOPE OF SERVICES**

2.1 The CONSULTANT shall provide professional design and construction engineering inspection services to the CITY for the Entry Features conceptualized as part of the Doral Boulevard Beautification Master Plan proposed at the NW 36 Street / Palmetto Expressway interchange. The attached proposal from Calvin, Giordano and Associates, Inc. dated March 14, 2017, details the Scope of services and shall be incorporated in this Agreement by this reference.

2.2 The professional services to be rendered by the CONSULTANT shall commence subsequent to the execution of this Agreement. Performance of work by CONSULTANT prior to execution of this Agreement shall be at Consultant's sole risk. Upon the commencement of the term of this Agreement, the CONSULTANT shall commence services to the CITY on the Commencement Date, and shall continuously perform services to the CITY, without

interruption. The schedule requires the work to be performed within 330 calendar days. All limitations of time set forth in this Work Order are of the essence.

2.3 The CONSULTANT shall submit to the CITY all final deliverables within the Contract Time as noted in the each Project Agreement and associated CONSULTANT Proposal.

2.4 Unless otherwise excused by the CITY in writing, in the event that the CONSULTANT fails to meet to the contract time for completion of services as determined by the Project Schedule, the CONSULTANT shall pay to the CITY the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$200.00 per day. The CONSULTANT may claim extension if the factors involved are not under their direct control. Any sums due and payable hereunder by the CONSULTANT shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this Agreement. When the CITY reasonably believes that completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONSULTANT overcomes the delay in achieving completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONSULTANT those funds withheld, but no longer applicable, as liquidated damages.

### **SECTION 3. TERM/TERMINATION/SUSPENSION**

3.1 **Term of Agreement:** This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of 330 calendar days, unless further extended by option or until terminated pursuant to Section 3.2 or other applicable sections of this Agreement.

3.2 **Termination for Convenience:** This Agreement may be terminated by the CITY for convenience upon thirty (30) calendar days written notice to the CONSULTANT or on seven (7) days notice with cause, which cause shall be defined as substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination for convenience, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the CITY and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit to the CITY its invoice for final

payment and reimbursement and the invoice shall comply with the provisions of Paragraph 4.1 of this Agreement. Under no circumstances shall the CITY make any payment to the CONSULTANT for services which have not been performed.

3.3 **For Cause:** This Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Agreement or causes it to be terminated by the CITY, the CONSULTANT shall indemnify the CITY against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the CITY for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.2 of this Agreement and the provision of Section 3.2 shall apply.

3.4 **Assignment Upon Termination:** Upon termination of a Project Agreement, a copy of all of the Consultant's work product shall become the property of the CITY and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the CITY, transfer to either the CITY or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Agreement. Further, upon the CITY'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the CITY.

3.8 **Suspension for Convenience:** The CITY shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the CITY, the CONSULTANT shall immediately comply with same. In the event the CITY directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the CITY shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

#### **SECTION 4. BILLING & PAYMENT TO THE CONSULTANT**

4.1 **Billing:** CONSULTANT shall submit invoices on a monthly basis and in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished within the invoice period. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual

of the total and credits for portions previously paid by the CITY. The CITY shall pay CONSULTANT within thirty (30) calendar days of approval by the CITY Manager of any invoices submitted by CONSULTANT to the CITY.

4.2 **Disputed Invoices:** In the event that all or a portion of an invoice submitted to the CITY for payment to the CONSULTANT is disputed, or additional backup documentation is required, the CITY shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the CITY with additional backup documentation within five (5) working days of the date of the CITY'S notice. The CITY may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The CITY shall pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

4.3 **Suspension of Payment:** In the event that the CITY becomes credibly informed that any representations of the CONSULTANT are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Agreement, the CITY may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Agreement, and the cause thereof, is corrected to the CITY'S reasonable satisfaction.

4.4 **Retainage:** The CITY reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT until the project is completed. For projects that are divided into several phases, any retainage shall be withheld and released individually for each phase of the project. Said retainage may be withheld at the sole discretion of the CITY Manager and as security for the successful completion of the CONSULTANT'S duties and responsibilities under the Project Agreement.

4.5 **Final Payment:** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the CITY that, upon receipt from the CITY of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the CITY all documents requested by the CITY evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the CITY by the CONSULTANT.

## **SECTION 5. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES**

5.1 **Changes Permitted.** Changes in the Scope of Services of this Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the CITY by Change Order without invalidating this Agreement.

5.2 **Change Order Defined.** Change Order shall mean a written order to the CONSULTANT executed by the CITY, issued after execution of the Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.

5.3 **Effect of Executed Change Order.** The execution of a Change Order by the CITY and the CONSULTANT shall constitute conclusive evidence of the Consultant's agreement to the ordered changes in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The CONSULTANT, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.

5.4 **Modifications to Scope of Services:** The CITY may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Professional Services Agreement, prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

## **SECTION 6. SURVIVAL OF PROVISIONS**

6.1 Any Change Orders that require acts beyond the date of the term of this agreement, shall survive termination of this agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

## **SECTION 7. CITY'S RESPONSIBILITIES**

7.1 Assist CONSULTANT by placing at its disposal all available information as may be requested in writing by the CONSULTANT and allow reasonable access to all pertinent information relating to the services to be performed by CONSULTANT.

7.2 Furnish to CONSULTANT, at the CONSULTANT'S written request, all available

maps, plans, existing studies, reports and other data pertinent to the services to be provided by CONSULTANT, in possession of the CITY.

7.3 Arrange for access to and make all provisions for CONSULTANT to enter upon public property as required for CONSULTANT to perform services.

#### **SECTION 8. CODE OF ETHICS**

8.1 The code of ethics of the Florida Engineering Society shall be incorporated in this Agreement by this reference.

8.2 CONSULTANT warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

#### **SECTION 9. POLICY OF NON-DISCRIMINATION**

9.1 The CONSULTANT shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

#### **SECTION 10. OWNERSHIP OF DOCUMENTS/DELIVERABLES**

10.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, digital files, and all other data prepared for the CITY or furnished by the CONSULTANT pursuant to this Agreement, shall become the property of the CITY, whether the Project is completed or not, and shall be delivered by CONSULTANT to the CITY within five (5) calendar days after receipt of written notice requesting delivery of said documents or digital files. The CONSULTANT shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the CONSULTANT, without the CITY'S prior written authorization, use, or permit to be used, any of the documents except for client or educational presentations or seminar use.

10.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, digital files or other data, entered into by the CONSULTANT for the Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the CITY.

10.3 All final plans and documents prepared by the CONSULTANT shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida and date approved and/or sealed.

10.4 All deliverables should be provided in hard copy format as well as electronic format to the CITY. Drawings should be provided in CADD, spread sheets in Excel, and written documentation should be provided in Microsoft Word. The date of submittal to the CITY shall be deemed to be the later of delivery of hard copies and delivery of electronic copies as applicable.

#### **SECTION 11. RECORDS/AUDITS**

11.1 CONSULTANT shall maintain and require Sub consultants to maintain, complete and correct records, books, documents, papers and accounts pertaining to the Project. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the CITY Manager or any authorized CITY representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each Project Agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the CITY of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the CITY.

11.2 The CONSULTANT shall comply with Chapter 119, Florida Statutes, as applicable.

11.3 Refusal of the CONSULTANT to comply with the provisions of Sections 11.1 or 11.2 shall be grounds for immediate termination for cause by the CITY of this Agreement.

#### **SECTION 12. NO CONTINGENT FEE**

12.1 CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event the CONSULTANT violates this provision, the



CITY shall have the right to terminate this Agreement or any Project Agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

### **SECTION 13. INDEPENDENT CONTRACTOR**

13.1 The CONSULTANT is an independent contractor under this Agreement. Personal services provided by the CONSULTANT shall be by employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement or any Project Agreements shall be those of the CONSULTANT.

### **SECTION 14. ASSIGNMENT; AMENDMENTS**

14.1 This Agreement shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the CITY.

14.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

### **SECTION 15. INDEMNIFICATION/HOLD HARMLESS**

15.1 Pursuant to Section 725.08, Florida Statutes, the CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, and costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT or any persons employed or utilized by the CONSULTANT in the performance of this or any Project Agreement.

### **SECTION 16. INSURANCE**

The CONSULTANT shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the CITY against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the CITY, its officials, employees, agents and volunteers. Any insurance maintained

by the CITY shall be in excess of the CONSULTANT'S insurance and shall not contribute to the CONSULTANT'S insurance. The insurance coverage's shall include a minimum of: See Insurance Requirements.

#### **SECTION 17. REPRESENTATIVE OF CITY AND CONSULTANT**

17.1 **CITY Representative.** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The CITY designates the CITY Manager or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

17.2 **CONSULTANT Representative.** CONSULTANT shall inform the CITY Representative, in writing, of the representative of the CONSULTANT to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

#### **SECTION 18. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL**

18.1 If either the CITY or CONSULTANT is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.

18.2 In the event of any litigation arising out of this Agreement or Project Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

#### **SECTION 19. PRIORITY OF AUTHORITY OF INSTRUMENTS**

19.1 Accordingly it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements whether oral or written.

#### **SECTION 20. CONSULTANT'S RESPONSIBILITIES**

20.1 Any and all drawings, studies, plans, specifications, or other construction or contract documents prepared by the CONSULTANT shall be accurate, coordinated and adequate for construction and shall comply with all applicable CITY Codes, state and federal laws, rules and regulations.

20.2 The CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the services for this Agreement as is ordinarily provided by a professional engineer, architect, landscape architect, surveyor or mapper under similar circumstances. If at any time during the term of any Project Agreement or the construction of the Project for which the CONSULTANT has provided engineering, architectural landscape architectural, surveying or mapping services under a prior Project Agreement, it is determined that the CONSULTANT'S documents are incorrect, defective or fail to conform to the Scope of Services of the particular Project, upon written notification from the CITY, the CONSULTANT shall immediately proceed to correct the work, re-perform services which failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursements to the CITY for any other services and expenses made necessary thereby, save and expect any costs and expenses which the CITY would have otherwise paid absent the CONSULTANT'S error or omission. The CITY'S rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, by law, equity or otherwise.

20.3 The Consultant shall, all times during the term of the Agreement, maintain in good standing all required licenses, certifications and permits required under federal, state, and local laws necessary to perform the services.

20.4 The CONSULTANT'S obligations under Paragraph 20.2 of this Agreement shall survive termination of this Agreement.

## **SECTION 21. SUBCONSULTANTS**

21.1 In the event the CONSULTANT requires the services of any Subconsultants or other professional associates in connection with services covered by this Agreement, the CONSULTANT must secure the prior written approval of the CITY Manager. The CONSULTANT shall use his/her best efforts to utilize Subconsultants whose principal place of business is located within the CITY or Miami-Dade County, Florida.

21.2 Any subcontract with a Subconsultant shall afford to the CONSULTANT rights against the Subconsultant which correspond to those rights afforded to the CITY against the CONSULTANT herein, including but not limited to those rights of termination as set forth herein.

21.3 No reimbursement shall be made to the CONSULTANT for any subconsultants that have not been previously approved by the CITY for use by the CONSULTANT.

**SECTION 22. NOTICES**

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**FOR CONSULTANT:**

Shelley Eichner  
Senior Vice President  
SEichner@cgisolutions.com  
Telephone: ( ) ~~954~~921-7781  
Facsimile: ( ) 954-921-8807

**FOR CITY:**

CITY of Doral  
Attention: Mr. Edward Rojas, City Manager  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166  
T (305) 593-6725  
F (305) 593-6619

**WITH A COPY TO:**

City Attorney  
Daniel A. Esino, Esq.  
Weiss, Serota, Helfman, Cole & Bierman, PL  
2525 Ponce De Leon Boulevard, Suite 700  
Coral Gables, FL 33134

**SECTION 23. TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The Agreement's contract prices and any additions shall be adjusted to exclude any significant sums

by which the CITY determines the Project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

**SECTION 24. CONSENT TO JURISDICTION**

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Project Agreement. Venue of any action to enforce this Agreement or any Project Agreement shall be in Broward County, Florida.

**SECTION 25. GOVERNING LAW**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

**SECTION 26. HEADINGS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

**SECTION 27. EXHIBITS**

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

**SECTION 28. SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

**SECTION 29. COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

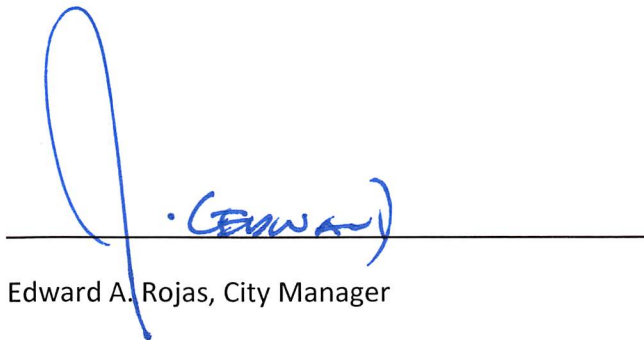
**[THIS AREA INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]**

**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature: The CITY, signing by and through its CITY Manager, attested to by its CITY Clerk, duly authorized to execute same and by CONSULTANT by and through its \_\_\_\_\_, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

**ATTEST:**



Connie Diaz, City Clerk



Edward A. Rojas, City Manager

Date: 6.14.17

Approved as to form and legality  
for the sole use and reliance of the  
City of Doral:



Weiss, Serota, Helfman,  
Cole, & Bierman, P.L.  
City Attorney

ATTEST:

CONSULTANT

Dawn Hopkins

Secretary

Dawn Hopkins

By: Shelley Eicher

Date: 06/07/17

WITNESSES:

Sara Blumkin

Print Name: Sara Blumkin

Gianno Feoli

Print Name: Gianno Feoli





**V. Umbrella Liability (Excess Follow Form)**

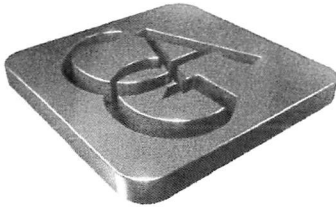
**A. Limits of Liability**

Each Occurrence	\$2,000,000
Policy Aggregate	\$2,000,000
City of Doral as an Additional Insured	

**The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.**

**Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:**

**The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management**



**Calvin, Giordano & Associates, Inc.**  
EXCEPTIONAL SOLUTIONS™

March 14, 2017

Mr. Jorge Gomez, P.E.  
Director, Public Works Department  
**City of Doral**  
8401 NW 53rd Terrace, 2nd Floor  
Doral, FL 33166

**RE: Doral Gateway Monument Features  
CGA Proposal No. 14-7392 - Revision**

Dear Mr. Gomez, P.E.,

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

This proposal includes scope and fees for the design and permitting of 2 total gateway entrance features consistent with the intent, goals and objectives in the adopted Doral Boulevard Beautification Master Plan. As such, 2 entrance features will be located on the north and south sides, each, of Doral Boulevard as it approximates the Palmetto Expressway. All two entrance features are to be the same in design, but may vary minimally to fit the particularities of the final locations (exact locations to be approved by the City and FDOT). This proposal represents the collaborative teamwork between Calvin, Giordano & Associates, Inc. (CGA) and our sub-consultants: Image Resource Group, Inc. (IRG) and Nutting Engineers of Florida, Inc. (NEF).

For clarification, the distribution of the work between the various team members is as follows:

- CGA will provide all surveying (including assisting with verifying ROW and researching 'As-Builts'), site design and engineering, Utility conflict review and coordination, electrical service connection services, and landscape planting and irrigation design services for the locations of the two proposed sites, and for the site plan preparation and permit coordination services with the Authorities Having Jurisdiction (AHJ);
- IRG will provide the design, detailing and specifications of all monument-related components including overall design, geometry design, materials specifications, illumination design and specifications.
- NEF will provide geotechnical analysis of the existing conditions to serve as a basis for the structural design of the footings for the sign elements.
- CGA will provide construction engineering and inspection for site improvements.

Building Code Services  
Coastal Engineering  
Code Enforcement  
Construction Engineering  
and Inspection  
Construction Services  
Contract Government  
Data Technologies  
and Development  
Emergency Management  
Services  
Engineering  
Environmental Services  
Facilities Management  
Indoor Air Quality  
Landscape Architecture  
Municipal Engineering  
Planning  
Public Administration  
Redevelopment  
and Urban Design  
Surveying and Mapping  
Traffic Engineering  
Transportation Planning

**GSA Contract Holder**

1800 Eller Drive  
Suite 600  
Fort Lauderdale, FL  
33316  
954.921.7781 phone  
954.921.8807 fax

[www.cgasolutions.com](http://www.cgasolutions.com)

The team's representative to the City and point of contact for all contract related issues will be the assigned CGA Project Manager. This proposal is exclusively for design and permitting scope. No bidding, construction administration, design during construction or post-construction work is included.

## **PROFESSIONAL SERVICES BY TASK**

### **Task 1: Kick-off Meeting**

1.1: The Project Managers for both CGA and IRG will attend a kick-off meeting with City Staff to review available planning and reference documents and defining the Project scope. Preliminary project goals, schedule, budget, and quality control will be discussed.

### **Task 2: Pre-design, Data Collection, and Project Sites Determination**

2.1: CGA will collect and verify Right-of-Way availability information and conduct research to obtain any available as-built and existing utilities within the approximate anticipated locations of the monument features that may have an impact of the determination of the entrance features' final location.

2.2: CGA will conduct a site visit and observation of the probable areas to make recommendations on the best locations to place the entrance features taking into account existing built conditions and user experience.

2.3: CGA will attend a meeting with City Staff to review all available and collected information to make a determination on the final locations for the placement of the entrance features as well as on the strategy for implementation of the entrance features. If it is determined that the entrance features should be placed on available private property abutting the Right-of-Way, the City will be responsible for the City's legal agreements and coordination with private properties for the granting of any such easements. CGA will provide necessary surveyed Sketch and Descriptions of these easements as needed as an additional service at a flat rate of \$500.00 per utility easement (Sketch and Description).

### **Task 3: Sites Topographic Surveys and Geotechnical Analysis**

3.1: CGA will prepare a topographic survey for each of the two locations approved by the City in Task 2. The surveying task for the project entails data collection of above ground improvements for the two proposed entry monument features. A Topographic Survey will be prepared for each proposed location with horizontal locations and vertical elevations being provided for items such as edge-of-pavement, landscaping, trees, fences, visible above ground utilities, and existing grades. Visible above ground utilities refer to the visible structures (e.g., manholes, valve boxes, inlets, risers, etc.) typically associated with storm drainage, sanitary sewer, potable water, electric, gas, telephone and cable television. Any trees/palms within the areas of the designated monument locations will be located and identified on the survey with unique tree symbols - for each tree/palm common name tree species and tree diameter. The survey will be prepared in accordance with the standards as set forth by Chapter 5J-17 of the Florida Administrative Code, pursuant to Florida Statutes Chapter 472.027. Survey data will be referenced vertically to North American Vertical Datum 1988 (NAVD88) and horizontally to Florida State Plane Coordinates, North American Datum 83/90 (NAD 83/90).

3.2: NEF will provide geotechnical analyses for each of the two locations approved by the City in Task 2. The geotechnical analyses will include performing two Standard Penetration Test (SPT) borings in general accordance with ASTM D-1586 specifications to a depth of 20 feet in the areas of the proposed entrance features for use in the design of the entrance features' footings. (This scope assumes that NEF can operate under a general FDOT permit and that a specific permit for the soil boring is not required; Maintenance of Traffic to be provided by others).

#### **Task 4: Site Design and Engineering Services**

4.1: Upon finalization of the surveys, the CGA Design Team will conduct a site visit and make observations of the project areas to determine the current site characteristics and possible drainage features and to identify any obstructions or issues that merit consideration in the grading design.

4.2: CGA Civil Engineers will review available utilities information and conduct necessary utilities coordination (i.e. subsurface utilities engineering) needed for the project limited to utilities coordination and location of underground improvements in accordance with Subsurface Utility Engineering Quality Level C, as described below by ASCE "Standard Guidelines for Depiction and Collection of Existing Subsurface Utility Data". This task does not include the services of or coordination with utility locates companies, nor does this task include exposing potential conflicts via test holes. Should further exploration be required to complete the design, additional budget may be required for this task.

- Quality Level A: Precise horizontal and vertical location of utilities obtained by actual exposure and subsequent measurement of subsurface utilities, including soft digs. (NOT INCLUDED)
- Quality Level B: Information obtained through the application of appropriate geophysical methods to determine the existence and approximate horizontal position of subsurface utilities, including soft digs. (NOT INCLUDED)
- Quality Level C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D information. (INCLUDED)
- Quality Level D: Information derived from the existing records or oral recollections. (INCLUDED)

4.3: CGA will prepare a site plan for each of the two (2) locations approved by the City in Task 2, identifying the placement and locations of the monument features, existing utilities, as well as any site characteristics and modifications needed, required setbacks, and other information necessary to permit the project through FDOT District 6, Miami-Dade County and the City of Doral.

4.4: CGA Civil Engineers will prepare a grading plan identifying proposed topographical spot elevations around the entrance features at each of the two (2) project sites. CGA will coordinate with IRG on the type of footing being implemented and will include the spot elevations of the grade at the base of the gateway feature. Because the impact to the site is anticipated to be very minimal, the proposed scope of work and fees does not include the design of any piping or drainage improvements. This proposal has been prepared under the assumption that the characteristics of the project sites will allow them to be graded to accommodate the proposed signage without discharging or shedding water onto neighboring properties or rights-of-way and without creating standing water. Should the site characteristics be unable to accommodate this, then additional fees and services may be required to design a method to alleviate potential standing water or illegal discharge.

4.5: CGA Electrical Engineers will provide engineering services for the design and specification of electrical power provisions for the two entrance features, including the design and coordination of new electrical service at the two locations approved by the City in Task 2, and coordination with FPL and the

establishment of two (2) service point locations (one location for each of the proposed gateway entrance features).

4.6: CGA Electrical Engineers will provide electrical plans development to include electrical site plans, risers, notes, specifications, and details, including landscape up-lighting on any proposed trees or palms being proposed as a part of the monument improvements.

4.7: CGA Landscape Architects will prepare landscape planting plans, details, notes, schedules and specifications for planting improvements to be approved by City Staff for at the two (2) locations approved by the City in Task 2.

4.8: In order to eliminate the need for costly irrigation improvements and upgrades to existing services available on-site and to minimize the need for long-term maintenance and watering needs of the landscape improvements, this proposal is drafted under the assumption that all planting will be limited to sustainable, native vegetative species or species that are drought tolerant once established. As such irrigation services are assumed to be provided via a watering contract by the contractor following installation; therefore, coordination and permitting services to obtain a consumptive water use permit are not included.

#### **Task 5: Monument Feature Design Services**

CGA's Project Manager and IRG will coordinate to ensure that the design development of the design intent drawings for the monument features and elements are consistent with the design approved by the City Council and consistent with the dimensional restrictions imposed by FDOT for this type of element.

5.1: Upon receipt of approval, IRG will prepare design intent drawings to guide the preparation of shop drawings by the selected contractor for construction, fabrication and installation of the monument features and their components. These drawings will include:

- Preparation of fabrication detail drawings
- Preparation of City Emblem fabrication and construction detailing
- Coordination drawings with site elevations at two locations
- Preparation of shipping details and instructions
- Preparation of components installation details and instructions

The purpose for the fabrication intent drawings is to provide as much information as possible for the selected contractor to provide all necessary specialty engineering and fabrication shop drawings for approval.

5.2: IRG will prepare a complete package of Technical Specifications for all components of the entrance feature.

#### **Task 6: Permitting Services**

6.1: CGA will attend up to two (2) coordination meetings with FDOT District 6 and up to two coordination (2) meetings with Miami Dade County to address permitting requirements and needs of the project. CGA and IRG will provide coordination necessary for the site's permitting needs of the project. This proposal is drafted under the assumption that this project will require the following permitting coordination services:

- FDOT District 6 permit for construction within their ROW – included in this contract,
- Right-of-Way permit with Miami-Dade County and/or the City of Doral – included in this contract,

- Florida Power and Light permit for the provision of new electrical service – included in this contract,
- DERM permit for the relocation of any existing trees/palms – included in this contract, and
- Permitting Services include up to 3 rounds of coordination to address comments from the Authority Having Jurisdiction (AHJ) during the permitting process and to facilitate a permitted set of plans.

City of Doral site, planning and/or building permits specific to the structural, fabrication and installation components of the monument shall be provided by a contractor at to be selected by the City and signed and sealed by a Florida Licensed engineer(s), based on the design intent drawings that will be provided as a part of this contract. Because specialty engineering and fabrication shop drawings will be required of the future contractor as a condition of the forthcoming RFQ/RFP, that selected contractor shall be responsible for the permits being impacted by that additional level of detail.

Any additional permitting shall be provided as an Additional Services per the attached Standard Rate Schedule.

#### **Task 7: Meetings and Presentations**

Task 7.1: The Design Team will attend up to three (3) progress meetings with City Staff.

#### **Task 8: Engineering and Design during Construction Services**

Task 8.1: Assist the City with the interpretation of plans, specifications and contract provisions and consult the City when an interpretation involved complex issues or may impact the cost and duration of performing the work.

Task 8.2: Evaluate all proposed contract changes and modifications to the plans or specifications.

Task 8.3: Coordinate responses to all requests for information (RFIs) in a timely manner with input from the Engineer of Record and/or Designer

Task 8.4: Request, review, reject and/or approve shop drawings, product data and test results to be submitted by the contractor for all pertinent items needed in construction.

Task 8.5: Coordinate with utility owners of record to locate facilities and establish relocations requirements and schedule to ensure timely contract completion.

Task 8.6: Advise the City of any omissions, substitutions, defects and deficiencies noted in the work of the contractor or contract documents and any correction action to be taken. The Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work.

Task 8.7: Ensure all landscaping and other elements required meet the specification requirements.

Task 8.8: Provide on-site inspection of installation of electrical service connection, monument footing, monument erection, and landscape planting and mulch, as applicable in the contract documents. These inspection services are limited to no more than 40 hours of on-site inspection work total for the duration of the project. Visitation to off-site fabrication installations to review construction is not included in this contract. All on-site inspections shall be limited to the immediate project area.

**Task 8.9:** Provide quantity reconciliation and documentation for the purpose verifying pay applications.

**Task 8.10:** Provide project certification that installation of project components were done consistent with the plans and specifications for the landscape material, monument footing, electrical service connection, and structural and elements components.

**Tasks not included in this proposal:**

- **Qualifications Credentials and Bid Pricing Evaluation Assistance (Estimated at \$6,000)**
  - Because of the specialized nature of the fabrication needs of the monuments approved by City Council, CGA could assist the City in developing appropriate ‘Minimum Qualifications’ to be included in the City’s competitive RFP announcements when soliciting for a reputable contractor able to fabricate, assemble and install the monument features as designed.
  - Once the City has obtained all responses to the RFP, CGA/IRG could provide assistance to the City in reviewing cost components to review the appropriateness of the proposed costs per item as defined in the bid tab. CGA/IRG could provide an analysis statement on the proposed values. This could serve the City in ensuring that the contractor is not under- or over-bidding the various components being specified and that they are in full understanding of the complexities of the project. The City would be responsible for determining compliance with all other qualifications thresholds.
- Coordination of easement acquisition with property owners.
- Bid-phase Engineering services are not offered under this proposal.
- Construction-phase Engineering or CEI services are not offered under this proposal beyond those explicitly included in this proposal.
- Presentations to City Council.
- The only services included in this proposal/contract are those identified above. No other services are included in this contract.

**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 and approved by the regulatory agencies.
- 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 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.
- Coordination of easement acquisitions with property owners.
- 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, reviewing comments, or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than construction 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 beyond those identified, 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 1.10.

## 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

<b>I</b>	<b>Professional Services – Calvin, Giordano &amp; Associates, Inc.</b>	
	A. Project Management and Coordination	\$ 4,840.00
	B. Professional Civil & Traffic Engineering Services	\$ 15,170.00
	C. Professional Electrical Engineering Services	\$ 5,450.00
	D. Professional Surveying Services	\$ 2,200.00
	E. Professional Landscape Architecture Services	\$ 4,305.00
	F. Construction Engineering Services	\$ 4,231.00
	<b>CGA Sub-Total</b>	<b>\$ 36,196.00</b>
<b>II</b>	<b>Professional Services – Sub-Consultants</b>	
	A. Image Resource Group, Inc.	\$ 19,000.00
	B. Nutting Engineers of Florida, Inc.	\$ 1,975.00
	<b>Sub-Consultants Sub-Total</b>	<b>\$ 20,975.00</b>
<b>III</b>	<b>Meetings not included in I thru II</b>	<b>Hourly</b>
	<b>TOTAL (Plus Hourly Services)</b>	<b>\$ 57,171.00</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**

- 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 several loops and a long horizontal stroke extending to the right.

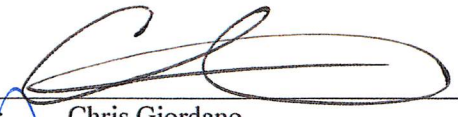
Chris Giordano  
Treasurer

Cost of these services are \$57,171.00 plus hourly as noted in the fee breakdown.

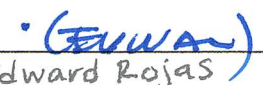
**ACCEPTANCE OF CONTRACT**

---

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

By:   
Name: Chris Giordano  
Title: Treasurer

Date: 3/14/17

By:   
Name: Edward Rojas  
Title: City Manager, City of Doral

Date: 6.14.17

**RESOLUTION No. 17-68**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DORAL AND CALVIN, GIORDANO & ASSOCIATES, INC. TO PROCEED WITH THE DESIGN AND CONSTRUCTION ENGINEERING INSPECTION SERVICES FOR THE ENTRY FEATURES AT THE NW 36 STREET AND PALMETTO EXPRESSWAY INTERCHANGE IN AN AMOUNT NOT EXCEED \$63,171.00; RECOGNIZING THAT CALVIN, GIORDANO & ASSOCIATES, INC. DEVELOPED THE DORAL BOULEVARD BEAUTIFICATION MASTER PLAN; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral Public Works Department wishes to secure a firm to proceed with the design and construction engineering inspection services for the Entry Features conceptualized as part of the Doral Boulevard Beautification Master Plan at the NW 36 Street / Palmetto Expressway interchange; and

**WHEREAS**, Calvin, Giordano and Associates, Inc. developed the Doral Boulevard Beautification Master Plan that was adopted by Council in March of 2007 and the conceptual design of the entry features approved by Council at the November 18, 2015 Council Meeting; and

**WHEREAS**, Staff has recommended that the City Council approve the Professional Service Agreement with Calvin, Giordano and Associates, Inc. to proceed with the design and construction engineering inspection services for the Entry Features at the NW 36 Street / Palmetto Expressway interchange; in an amount not to exceed \$63,171.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

**Section 2. Approval.** The Professional Service Agreement between the City of Doral and Calvin, Giordano & Associates, Inc. for the provision of design and CEI services for the proposed Doral Boulevard Entry Features at the NW 36 Street and Palmetto Expressway Interchange; in an amount not to exceed \$63,171.00, a copy which is attached hereto as Exhibit "A", is hereby approved.

**Section 3. Authorization.** The City Manager is authorized to execute the agreement and expend budgeted funds on the behalf of the City.

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Fraga who moved its adoption.  
The motion was seconded by Councilmember Rodriguez and upon being put to a vote, the  
vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Not Present at Time of The Vote
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 12 day of April, 2017.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:  
  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.  
CITY ATTORNEY