

**CITY OF NORTH MIAMI
ARCHITECTURAL & ENGINEERING
CONTINUING SERVICES AGREEMENT
(RFQ #12-14-15; Landscape Architecture)**

THIS PROFESSIONAL ARCHITECTURAL & ENGINEERING CONTINUING SERVICES AGREEMENT (“Agreement”) is entered into this ____ day of 11/4/2016, 2016, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida (“City”), and **Calvin, Giordano & Associates, Inc.**, a for-profit corporation organized and registered to do business under the laws of the State of Florida, having its principal office at 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, on March 24, 2015, the City advertised *Request for Qualifications # 12-14-15, Continuing Architectural & Engineering Services* (“RFQ”), for the purpose of retaining experienced, licensed and insured architectural and engineering firms to provide on a continuing, as-needed when needed basis, the following specific professional services: Landscape Architecture/Interior Design, Roadway, Traffic & Transportation Engineering and Consulting, Water/Waste Water Engineering, Water Resources/Stormwater Design, Urban Planning & Design, and Environmental Engineering; and

WHEREAS, the RFQ was administered in accordance with the State of Florida’s Consultants’ Competitive Negotiation Act, Section 287.055, Florida Statutes (2015); and

WHEREAS, in response to the RFQ, Contractor submitted its sealed Qualifications for the provision of professional Landscape Architecture services, and was subsequently selected by City administration as having those qualifications and references most advantageous to the City; and

WHEREAS, on June 9, 2015, the Mayor and City Council passed and adopted Resolution No. 2015-R-116, approving the selection of Contractor for the provision of Landscape Architecture services on a continuing-contractual basis; and

WHEREAS, the City is currently in need of professional Landscape Architecture services for the proposed Liberty Gardens Park at 715 NE 125th Street, including but not limited to: a topographic survey, design, specifications, planting and irrigation plans, and presentations before stakeholders, as further delineated in the attached scope of work dated September 26, 2016 (collectively referred to herein as “Services”); and

WHEREAS, the City Manager finds the execution of this Agreement serves the best interest of the City, and supremely beneficial to the welfare of City residents.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 The City's *Request for Qualifications No. 12-14-15, Continuing Architectural and Engineering Services*, attached hereto by reference;

2.1.2 Contractor's response to the RFQ ("Qualifications"), attached hereto by reference;

2.1.3 Resolution No. 2015-R-52, passed and adopted by the Mayor and City Council on June 9, 2015, approving the selection of Contractor for the provision of Services attached hereto by reference;

2.1.4 Resolution No. 2015-R-139, passed and adopted by the Mayor and City Council on December 8, 2015, authorizing the execution of this Agreement, attached hereto as Exhibit "A"-1;

2.1.5 Contractor's scope of work, dated November 23, 2015 ("Proposal"), attached hereto as Exhibit "B";

2.1.6 Any additional documents which are required to be submitted by Contractor under this Agreement.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.

2.2.2 This Agreement.

2.2.3 The RFQ.

2.2.4 The Proposal.

2.3 The Parties agree that Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFQ prior to Contractor submitting its Qualifications or the right to clarify same shall be waived.

ARTICLE 3 – TIME FOR PERFORMANCE

3.1 Subject to authorized adjustments, the Time for Performance shall not exceed a period of three (3) months from the effective date of this Agreement. Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed Time for Performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the

appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of Services by the Contractor, and the acceptance of Services by the City Manager.

3.2 Minor adjustments to the Time for Performance which are approved in writing by the City Manager in advance, shall not constitute non-performance by Contractor. Any impact on the time for performance shall be determined and the time schedule for completion of Services will be modified accordingly.

3.3 When, in the opinion of the City Manager, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City Manager may request that the Contractor, within a reasonable time frame set forth in the City Manager's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City Manager the requested assurances within the prescribed time frame, the City Manager may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

3.4 Notwithstanding the provisions of this Article 3, this Agreement may be terminated by the City Manager at any time, with or without cause.

ARTICLE 4 - COMPENSATION

4.1 Contractor shall be paid the amount not to exceed Twenty Five Thousand Dollars (\$25,000.00) as full compensation for Services, pursuant to Contract Documents.

4.2 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Contractor.

ARTICLE 5 - SCOPE OF SERVICES

5.1 Contractor agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. Contractor shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 One or more changes to the Services within the general scope of this Agreement may be ordered by Change Order. A Change Order shall mean a written order to the Contractor executed by the Parties after execution of this Agreement. The Contractor shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Agreement.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will

be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a Party to this Agreement.

5.4 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the work related to this Agreement shall be borne solely by Contractor. Any work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and subcontractor which specifically binds the subcontractor to all applicable terms and conditions of the Contract Documents.

5.5 Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

5.6 Contractor warrants and accepts that any and all work, materials, services or equipment necessitated by the inspections of City and/or Miami-Dade County agencies, or other regulatory agencies as are applicable, to bring the project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

ARTICLE 6 - CITY'S TERMINATION RIGHTS

6.1 The City Manager shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 Contractor, its employees and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Contractor shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

ARTICLE 8 - DEFAULT

8.1 In the event the Contractor fails to comply with any provision of this Agreement, the City Manager may declare the Contractor in default by written notification. The City Manager shall have the right to terminate this Agreement if the Contractor fails to cure the default within ten (10) days after receiving notice of default from the City Manager. If the Contractor fails to cure the default, the Contractor will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Contractor shall return such sums due to the City within ten (10) days after notice that such sums are due. The Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - ENGINEER'S ERRORS AND OMISSIONS

9.1 Contractor shall be responsible for technically deficient designs, reports, or studies due to Contractor's errors and omissions, and shall promptly correct or replace all such deficient design work without cost to City. The Contractor shall also be responsible for all damages resulting from such errors and omissions. Payment in full by the City for Services performed does not constitute a waiver of this representation.

ARTICLE 10 - INDEMNIFICATION

10.1 Contractor agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Contractor, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, to the extent caused by Contractor's negligence within the scope of this Agreement, including all costs, reasonable attorney's fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

10.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes (2016). Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 11 - INSURANCE

11.1 Prior to the execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured or additional insured with respect to the required coverage and the operations of the Contractor under this Agreement. Contractor shall not commence work under this Agreement until after Contractor has obtained all of the minimum insurance described in the RFQ and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Contractor shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

11.2 All insurance policies required from Contractor shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS

12.1 All documents developed by Contractor under this Agreement shall be delivered to the City Manager by the Contractor upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Contractor agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes (2016).

ARTICLE 13 – PUBLIC RECORDS

13.1 Contractor understands that the City is a public agency under Florida Law and that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions, limitations and exemptions of Chapter 119, Florida Statutes, and agrees to allow access as applicable by the City and the public to all documents subject to disclosure under applicable law. Contractor’s failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement, and any extensions hereof, by the City Manager. As required by Section 119.0701(2)(a), Florida Statutes (2016), for this Agreement as a contract for Services:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-893-6511, EXTENSION 12244, FMEDRANDA@NORTHMIAMIFL.GOV, CITY OF NORTH MIAMI, OFFICE OF THE CITY MANAGER, 776 NE 125TH STREET, NORTH MIAMI, FLORIDA 33161.

13.2 Additionally, pursuant to Section 119.0701(2)(b), Florida Statutes (2016), Contractor under this Agreement, and any extension hereof, must comply with Florida public record laws, and as a Contractor with the City as a public agency, must:

13.2.1 Keep and maintain public records required by the public agency to perform the Service.

13.2.2 Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

13.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

13.2.4 Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required

by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

13.3 Contractor and City understand that Section 119.0701(3), Florida Statutes (2016), further requires that:

13.3.1 A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

13.3.2 If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

13.3.3 A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

13.4 Contractor and City understand that Section 119.0701(4), Florida Statutes (2016), provides that:

13.4.1 If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

13.4.2 A notice complies with subparagraph 2 above if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

13.4.3 A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

13.5 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Contractor pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Contractor for any other purposes whatsoever without the written consent of the City Manager.

13.6 In the event the Agreement is terminated, Contractor agrees to provide the City Manager all such documents within ten (10) days from the date the Agreement is terminated.

ARTICLE 14 - NOTICES

14.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Contractor: Calvin, Giordano & Associates, Inc.
1800 Eller Drive
Suite 600
800 Douglas Entrance, North Tower
Ft. Lauderdale, FL 33116

For the City: City of North Miami
Attn: City Manager
776 N.E.125th Street
North Miami, Florida 33161

With copy to: City of North Miami
Attn: City Attorney
776 N.E.125th Street
North Miami, Florida 33161

14.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

14.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice

ARTICLE 15 - CONFLICT OF INTEREST

15.1 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not

offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

15.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Contractor, except as fully disclosed and approved by the City Manager. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 16 - MISCELLANEOUS PROVISIONS

16.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

16.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

16.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

16.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

16.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

16.6 The City Manager reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

16.7 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

16.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City Manager.

16.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

16.10 The professional Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

16.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

16.12 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

16.13 All other terms, conditions and requirements contained in the RFQ, which have not been modified by this Agreement, shall remain in full force and effect.

16.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

16.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

Calvin, Giordano & Associates, Inc., a Florida for-profit corporation:
"Contractor"

By: DocuSigned by:
Jesus Cruz
238BE1C2852B4A3...

By: DocuSigned by:
Dennis Giordano
D5250A61AE0C445...

Print Name: Jesus Cruz

Print Name: Dennis Giordano

Date: 11/4/2016

Date: 11/3/2016

ATTEST:

City of North Miami, a Florida municipal corporation:
"City"

By: DocuSigned by:
[Signature]
2C7010872EE8414...

By: DocuSigned by:
Larry Spring
C23984DEA2724CF...

Michael A. Etienne, Esq.
City Clerk

Larry M. Spring
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: DocuSigned by:
Jeff P. H. Cazeau
3C2C76D6D7D5464...

Jeff P. H. Cazeau, Esq.
City Attorney

RESOLUTION NO. 2015-R-52

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE SELECTION OF PROFESSIONAL CONTRACTORS FOR THE PROVISION OF ARCHITECTURAL AND ENGINEERING SERVICES ON A CONTINUING CONTRACT BASIS WITH THE CITY OF NORTH MIAMI, PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 12-14-15 CONTINUING ARCHITECTURAL AND ENGINEERING SERVICES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of North Miami ("City") desires to have a pool of professional firms ready to serve as contractors to provide the City with Architectural and Engineering related services on a continuing contract basis; and

WHEREAS, on March 24, 2015, the City issued *Request for Qualifications # 12-14-15, Continuing Architectural and Engineering Services* ("RFQ"), for the purpose of retaining experienced, licensed, and insured architectural and engineering firms to provide on a continuing, as-needed when-needed contract basis, the following specific professional services: Landscape Architecture/Interior Design, Roadway, Traffic & Transportation Engineering and Consulting, Water/Waste Water Engineering, Water Resources/Stormwater Design, Urban Planning & Design, and Environmental Engineering (collectively referred to herein as "Services"); and

WHEREAS, the RFQ was undertaken in accordance with Florida's Consultants' Competitive Negotiation Act, under Section 287.055, Florida Statutes (2014); and

WHEREAS, in response to the RFQ, the City administration received many qualifications which were evaluated for the most qualified firms to provide the Services; and

WHEREAS, the City administration has prepared a list (attached hereto as "Exhibit A") representing those firms whose qualifications and references demonstrated to be the most advantageous to the City; and

WHEREAS, the City administration respectfully requests that the Mayor and City Council approve the selection of firms for the provision of Services, pursuant to the terms, conditions and specifications contained in the RFQ.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Selection Approval. The Mayor and City Council of the City of North Miami, Florida, hereby approve the selection of professional contractors (attached hereto as "Exhibit A") for the provision of Architectural and Engineering Services on a continuing contract basis with the City of North Miami, pursuant to *Request for Qualifications No. 12-14-15 Continuing Architectural and Engineering Services.*

Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.

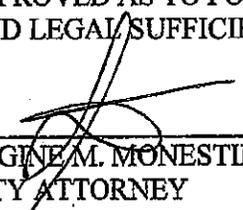
PASSED AND ADOPTED by a 5 - 0 vote of the Mayor and City Council of the City of North Miami, Florida, this 9th day of June, 2015.



DR. SMITH JOSEPH
MAYOR

ATTEST 

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


REGINE M. MONESTIME, ESQ.
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Galvin

Seconded by: Bien-Aime

Vote:

Mayor Smith Joseph, D.O., Pharm. D.
Vice Mayor Carol Keys, Esq.
Councilman Scott Galvin
Councilman Philippe Bien-Aime
Councilman Alix Desulme

<u>X</u>	(Yes)	<u> </u>	(No)
<u>X</u>	(Yes)	<u> </u>	(No)
<u>X</u>	(Yes)	<u> </u>	(No)
<u>X</u>	(Yes)	<u> </u>	(No)
<u>X</u>	(Yes)	<u> </u>	(No)

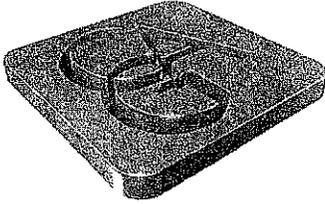
Exhibit A
RFQ 12-14-15 Continuing Architectural and Engineering Services
Short List of Respondents/Recommendation of Award
Scheduled for 06/09/2015 Council Approval

Landscape Architecture/Interior Design	Water/Wastewater Engineering	Urban Planning & Design
BFA Architects	AECOM	Calvin, Giordano & Associates
Calvin, Giordano & Associates	Craven Thompson & Associates	The Corradino Group
Craven Thompson & Associates	EAC Consulting	The Mellgren Planning Group
Leo A Daly	Hazen and Sawyer	
	Kimley-Horn & Associates	
Total Awarded: 4	Total Awarded: 5	Total Awarded: 3

Roadway, Traffic, & Transportation Engineering & Consulting	Water Resources/Stormwater Design	Environmental Engineering
Craven Thompson & Associates	Craven Thompson & Associates	AECOM
EAC Consulting	Hazen and Sawyer	CBI Environmental & Infrastructure
EBS Engineering	Kimley-Horn & Associates	E Sciences
Kimley-Horn & Associates	R.J. Behar & Company	Terracon
T.Y. Lin International	Tetra Tech	T.Y. Lin International
Total Awarded: 5	Total Awarded: 5	Total Awarded: 5

The vendors listed are being recommended for award and are the top ranked for their disciplines. This will be the order of the rotation list if approved by the council. Individual contracts will be issued as projects are assigned. All projects over \$100,000 will require council approval in accordance with the City's Procurement Ordinance.

Scheduled for 06/09/2015 Council Approval



Calvin, Giordano & Associates, Inc.

EXCEPTIONAL SOLUTIONS™

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

DATE: September 26, 2016
RE: Liberty Gardens Park - North Miami
CLIENT: City of North Miami - Public Works Department
 776 NE 125th Street
 North Miami, FL 33161
ATTENTION: Mr. Alberto Destrade
CGA NO.: 16-8812

We appreciate the opportunity to provide the scope and fees described below for the Liberty Gardens Park in the City of North Miami. It is a rare gem in the city and we are excited about the opportunity to work with you and your staff on this exciting project which links the artist community to the city's downtown. We have included time in this proposal to work with the Downtown Action Plan Advisory Committee (DAPAC), City staff and other stakeholders.

I. Professional Landscape Architecture Services

- A.** Utilizing the survey prepared by the Calvin, Giordano & Associates, Inc. (CGA) survey and mapping department, the landscape architecture staff will begin to identify the opportunities and constraints related to this breezeway and it's connection to transit to the South and pedestrians approaching from the public parking lot to the North.
- B.** We understand that the Design Criteria includes three separate spaces of this linear park:

1. The South Entry to the park which shall include the following:

- Of the four existing concrete columns which are located on the South end of this parcel, the two center columns shall be removed.
- A new park sign shall be included on the South end of the park utilizing the City's Wayfinding Design Guidelines.

- A bulb-out for the future bus stop on NE 125th Street shall be designed by others and shall not be included in these services; however, the shelter shall be provided by the City and installed by the contractor for this project. Per the city, the shelter must be ADA accessible (Note the NE 125th right of way grading is included by others), the shelter must meet FDOT minimum specs. (note that if the shelter is placed within the right of way, the FDOT permitting is included by others), The shelter design/structure must maintain a view corridor from the roadway through the depth of the park (we anticipate that the bus shelter will be the clear glass similar to the existing shelter on the South side of NE 125th Street adjacent to the Taco Bell). For the shelter, make provisions for future compatibility with Bus Rapid Transit system (this would be included on the NE 125th right of way plans and permitting).

 - Solar and/or LED lighting shall be considered for the patrons entering the park from the South and existing to the parking lot to the north.

 - Provide emergency call button at South Entry of the park.
2. The Park Space itself: (Note that several of the items noted in the (DAPAC) Liberty Park Design Guidelines provide direction for the wish list for this park; however, it is unclear as to the exact design until we meet with this group, city staff and other stakeholders. The City has also provided a budget of \$125,000 for this park and the design can only include what fits within the budget unless additional funds are allocated.) The Guidelines for this park include the following:
- As one option, consider incorporating the existing columns along the west facade into the design to save costs.

 - Provisions must be made for permanent and limited seating.

- As another option, consider installing foldable, locking benches to the west facade in between the existing columns.
- All areas must be ADA accessible.
- Provide lighting that is dimmable, color changing and must include all control systems.
- Must provide a designated area for regularly changing sculptures, videos, or outdoor art work. (Note that the size of the display area for the sculptures will need to be determined, the method for presenting videos and size of the artwork will all need to be worked out as with the DAPAC. The budget will be a factor as well.)
- A covered walkway from north to south has been requested which can be opaque in certain areas to allow for natural lighting, weather and landscaping. (Without knowing the selected design option for this covered walkway we cannot obtain the structural engineering scope for this project. We can obtain a quote for these services once we have an option selected for this structure. At this time the structural engineering shall be an additional service to this contract).
- Must consider storm drainage to avoid potential flooding. The existing drainage system should be preserved if possible. We are anticipating maintaining the same five catch basins in the current courtyard space and therefore have not included Civil Engineering services in this proposal. If any of the improvements selected by the (DAPAC) trigger a drainage permit, these services shall be an additional service to this contract.
- Provisions for electrical outlets and site lighting. We have no selected design options for the lighting for this space; however, we have included \$2,500.00 in this scope to cover electrical engineering. If selections are made which require additional electrical engineering services, it may be necessary to increase the scope and fees, but at this time we are not certain what electrical selections may be made by the (DAPAC).

3. North entrance to the park which shall include the following:
 - We would anticipate providing lighting towards the parking area to illuminate the proposed pedestrian crosswalk.
 - Add cross-walk striping for safer crossing at the alleyway.
 - Provide an emergency call button on the North end of the park.
 - Provide connectivity of overhead coverage to park space. This may not be feasible due to the large delivery trucks which utilize the alleyway.
 - Must be ADA accessible.
 - New Park sign at North end of park utilizing the City's Wayfinding design guidelines.
4. These services include the Public Hearing where we can provide three options for the plaza design, the trellis/shade structure options, the paving options, and the planting options. Boards or a Power Point presentation will be provided which identifies the proposed concepts for input by the City staff, (DAPAC) and other stakeholders.
5. Pursuant to the input at this public hearing, costs will be assembled for the selected direction so that decisions can be made by city staff to determine which items will be included or which will be phased by another budget.
6. Note that the design direction can impact the structural, electrical and civil engineering scope of this project and additional fees may be required dependent upon these selections.

7. This scope and fees include the paving design, details and specifications, the notes for the contractor to address the installation of the bus shelter, the planting plan design, details, specifications, the irrigation plan, details and specifications, and the design of the park sign features. The painting selections are included as well.

II. Professional Surveying Services

A. Topographic Survey

1. CGA will prepare a Topographic Survey of the parcel located at 715 N.E. 125th Street, North Miami and also identified under Folio Number 06-2230-007-0930.
 - The parcel is an open air breezeway providing pedestrian access between the parking lot South of N.E. 126th Street and N.E. 125th Street. The limits of Topographic Survey will include that portion of the alleyway and parking lot within the area of the proposed pedestrian walkway. All above ground improvements within the project area will be located both horizontally and vertically including:
 - Buildings, columns, fences, edge-of-pavement, concrete curbs, brick pavers, light poles, above ground utilities and electrical appurtenances including electrical panel at North end of the breezeway.
 - Any trees, vegetation or planters with measurements for tree size, canopy and height.
 - Vertical spot elevations throughout the site including the parking along the North side of N.E. 125th Street adjacent to the breezeway parcel and detailed spot elevations within the area of the proposed walkway.

- 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 National Geodetic Vertical Datum of 1929 (NGVD29) and horizontally to Florida State Plane Coordinates, North American Datum 83/90 (NAD 83/90).

COST OF THESE SERVICES (Lump Sum)	
I	Professional Landscape Architecture Services \$21,275.00
II	Professional Surveying Services \$2,305.00
TOTAL (Plus Hourly Services) \$23,580.00	

AUTHORIZATION

**Kindly sign and return this authorization at your earliest convenience.
Calvin, Giordano & Associates, Inc.
will proceed upon receipt of authorization.**

By: _____

By: _____

Dennis J. Giordano
President

Date: _____

Date: _____

Hours Summary - Detail**Landscape Architecture Fort Lauderdale****Urban Master Planning**

<u>Work Activity</u>	<u>Position</u>	<u>Hrs.</u>	<u>Rate</u>	<u>Total</u>
Inventory and Data Collection	Landscape Architect	5	\$115.00	\$575.00
Site Analysis	Landscape Architect	4	\$115.00	\$460.00
Total Urban Master Planning		9		\$1,035.00

Preliminary Landscape Architecture

<u>Work Activity</u>	<u>Position</u>	<u>Hrs.</u>	<u>Rate</u>	<u>Total</u>
Prepare color renderings/exhibits	Landscape Architect	8	\$115.00	\$920.00
Prepare Budget Level Cost Estimate	Landscape Architect	7	\$115.00	\$805.00
Total Preliminary Landscape Architecture		15		\$1,725.00

Final Landscape Architecture

<u>Work Activity</u>	<u>Position</u>	<u>Hrs.</u>	<u>Rate</u>	<u>Total</u>
Hardscape Plans	Landscape Architect	8	\$115.00	\$920.00
Hardscape Details	Landscape Architect	8	\$115.00	\$920.00
Specifications & bid documents	Landscape Architect	18	\$115.00	\$2,070.00
Quality Control Review	Landscape Architect	6	\$115.00	\$690.00
Planting Plans	Landscape Architect	8	\$115.00	\$920.00
Irrigation Plan & Details	Landscape Architect	20	\$115.00	\$2,300.00
Total Final Landscape Architecture		68		\$7,820.00

Other Landscape Architecture Work Activity

<u>Work Activity</u>	<u>Position</u>	<u>Hrs.</u>	<u>Rate</u>	<u>Total</u>
Coordination with Electrical Engineering and Civil Engineering staff	Landscape Architect	34	\$115.00	\$3,910.00
Preparation for community meeting, presenting charette and revising drawings following charette	Landscape Architect	32	\$115.00	\$3,680.00
Revising selected design option, changing design to respond to comments, presenting final option to City.	Landscape Architect	15	\$115.00	\$1,725.00
Development of park sign to match design guidelines	Landscape Architect	6	\$115.00	\$690.00

Landscape Architecture Fort Lauderdale**Other Landscape Architecture Work Activity**

<u>Work Activity</u>	<u>Position</u>	<u>Hrs.</u>	<u>Rate</u>	<u>Total</u>
Development of proposed structure selected by community	Landscape Architect	6	\$115.00	\$690.00
Total Other Landscape Architecture Work Activity		93		\$10,695.00
Total Landscape Architecture Fort Lauderdale		185		\$21,275.00

Surveying Fort Lauderdale**Topographical Survey**

<u>Work Activity</u>	<u>Position</u>	<u>Hrs.</u>	<u>Rate</u>	<u>Total</u>
Horizontal control	Survey Crew	1	\$135.00	\$135.00
Locations in roadway	Survey Crew	2	\$135.00	\$270.00
Locations on property	Survey Crew	2	\$135.00	\$270.00
Bench run	Survey Crew	1	\$135.00	\$135.00
Elevations on site	Survey Crew	3	\$135.00	\$405.00
Set up calculations	Survey CADD Technician	1	\$95.00	\$95.00
Process field data	Survey CADD Technician	3	\$95.00	\$285.00
Drafting	Survey CADD Technician	3	\$95.00	\$285.00
Check final drawing	Sr. Registered Surveyor	1	\$145.00	\$145.00
Project Management	Sr. Registered Surveyor	1	\$145.00	\$145.00
Set two site benchmarks	Survey Crew	1	\$135.00	\$135.00
Total Topographical Survey		19		\$2,305.00
Total Surveying Fort Lauderdale		19		\$2,305.00
Proposal Total		204		\$23,580.00

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

CALVIN, GIORDANO & ASSOCIATES, INC.

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Changed: 03/02/2000

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Name Changed: 04/02/2001

Address Changed: 03/02/2000

Officer/Director Detail**Name & Address**

Title PCEOD

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Annual Reports

Report Year	Filed Date
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2015	05/07/2015
2016	01/04/2016

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Background Information – Liberty Gardens Park

CCNA Assignment

Under

RFQ 12-14-15 Continuing Architectural & Engineering Services

Please prepare an agreement between the City of North Miami and Calvin, Giordano, & Associates, Inc. "CGA", for vendor to provide professional landscape architectural services for proposed Liberty Gardens Park, to be located at parcel 715 N.E. 125th Street.

Background:

On March 24, 2015, the City issued Request for Qualifications (RFQ) 12-14-15 "Continuing Architectural and Engineering Services" (Solicitation) in accordance with the Consultants Competitive Negotiation Act (CCNA) for the purpose of selecting qualified and experienced architectural/engineering firms to provide professional consulting services to the City on a continuing, as-needed basis. In response to this Solicitation, CGA submitted its qualifications to provide "Landscape Architecture Services" and was selected to be included on the list of pre-qualified CCNA firms by the City Council on June 9, 2015 (see attached Resolution No. 2015-R-52).

Staff has assigned the Liberty Gardens Park project to CGA and negotiated the attached scope of work and fee structure.

The fee negotiated with CGA for this project is \$23,580 and includes a topographic survey, design & specifications, planting & irrigation plans, and presentations before stakeholders. CGA's proposed scope of work was submitted to the Downtown Action Plan Advisory Committee (DAPAC) for its review on September 16, 2016 and was approved by the Committee. The total budget allocated for this project is \$115,000.

The negotiated terms and conditions were submitted to the City Manager for approval. Attached is a copy of the proposed award memorandum approved by the City Manager. This agreement is for CGA to provide professional landscape architectural service at a not-to-exceed amount of \$25,000 for the above referenced project, with a duration of three (3) months to complete their work.

Attachments:

- Calvin, Giordano & Associates, Inc. – Proposed Scope & Fee Structure
- Resolution No. 2015-R-52
- City Manager's Approval – Recommended Award CGA