

**CITY OF NORTH MIAMI
CONTINUING
ARCHITECTURAL & ENGINEERING
SERVICES AGREEMENT
(RFQ #12-14-15; ADA Compliance Analysis Services)**

THIS CONTINUING ARCHITECTURAL & ENGINEERING SERVICES AGREEMENT (“Agreement”) is entered into this _____ day of 2/9/2018, 2018, 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 authorized 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 (“Consultant”). The City and Consultant shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, on February 18, 2015, the City issued *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 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; and

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

WHEREAS, in response to the RFQ, Consultant submitted its sealed Qualifications for the provision of professional consulting 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-52, approving the selection of Consultant for the provision of Architectural and Engineering services on a continuing contractual basis; and

WHEREAS, City administration has identified the need for ADA Compliance Analysis Services for all City owned public offices and roadways; and

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

2.1.3 Consultant's proposal for the *ADA Compliance Analysis*, dated December 27, 2017 ("Proposal"), attached hereto as Exhibit "A";

2.1.4 Any additional documents which are required to be submitted by Consultant 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 Consultant is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFQ prior to Consultant 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 forty-five (45) days from the date the City Manager or his designee issues Consultant a Notice to Proceed. Consultant 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 Consultant 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 Consultant. 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 Consultant's ability to perform Services or any portion thereof, the City Manager may request that the Consultant, within a reasonable time frame set forth in the City Manager's request, provide adequate assurances to the City in writing, of Consultant's ability to perform in

accordance with terms of this Agreement. In the event that the Consultant 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.

ARTICLE 4 - COMPENSATION

4.1 Consultant shall be paid an amount not to exceed Nineteen Thousand Eight Hundred Dollars (\$19,800.00) as full compensation for Services, pursuant to Contract Documents. 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 Consultant.

ARTICLE 5 - SCOPE OF SERVICES

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

5.2 Consultant agrees that Services shall include all of the necessary labor, supervision, materials, supplies, furnishings, facilities, and equipment including those things reasonably inferable from the Contract Documents needed to successfully complete and deliver the requested Services. Services will include, but shall not be limited to the tasks and deliverables (collectively referred hereto as "Services") outlined in the proposal dated December 27, 2017, attached as Exhibit "A."

5.3 Consultant represents and warrants to the City that: (i) Consultant possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Consultant 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 Consultant is duly authorized to execute same and fully bind Consultant as a Party to this Agreement.

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

5.5 Consultant 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 Consultant at its own cost, whether or not specifically called for.

5.6 Consultant warrants and accepts that any and all work, materials, services or equipment necessitated by the inspections of the 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 Consultant at no additional cost to the City.

ARTICLE 6 - CITY'S TERMINATION RIGHTS

6.1 The City 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 Consultant. In such event, the City shall pay Consultant compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Consultant for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 - INDEPENDENT CONTRACTOR

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

ARTICLE 9 - ENGINEER'S ERRORS AND OMISSIONS

9.1 Consultant shall be responsible for technically deficient designs, reports, or studies due to Consultant's errors and omissions, and shall promptly correct or replace all such deficient design work without cost to City. The Consultant 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 Consultant 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 Consultant, 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, caused by or arising out of Consultant's

negligence within the scope of this Agreement, including all costs, reasonable attorneys' 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 Consultants, 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 (2017). 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 Consultant 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 Consultant under this Agreement. Consultant shall not commence work under this Agreement until after Consultant 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 Manager. Consultant shall not permit any sub-consultant to begin work until after similar minimum insurance to cover sub-consultant 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, Consultant shall furnish, at least thirty (30) consecutive 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. Consultant shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

11.2 Proof of insurance will be provided in the form of a Certificate of Insurance or Insurance Declarations page with endorsements showing the City as additional insured where applicable. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

11.3 Consultant shall guarantee that all required insurance remain current and in effect throughout the term of this Agreement. All insurance policies shall be maintained by Consultant in full force and effect throughout the Term of Agreement, including any extensions.

11.4 The City shall be named as an additional insured for claims caused in whole or in part by the Consultant, its sub-consultants', employees' or assignees' negligent acts or omissions during the Time for Performance. This provision shall not limit the City's recovery for coverage under the Consultant's insurance policy.

11.5 Consultant shall not permit any sub-consultant to begin Services until after similar minimum insurance to cover sub-consultant has been obtained and approved by the City Manager.

11.6 In the event the insurance certificate provided by Consultant or sub-consultant indicates that the insurance shall terminate and lapse during the term of this Agreement, Consultant shall furnish,

at least thirty (30) days prior to expiration of the date of the insurance, a renewed certificates of insurance as proof that equal and like coverage and extension is in effect. Consultant shall not continue to perform the Services required by this Agreement unless all required insurance coverage remains in full force and effect.

11.7 All insurance policies required from Consultant 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 Consultant under this Agreement shall be delivered to the City Manager by the Consultant upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Consultant agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes (2017).

ARTICLE 13 – PUBLIC RECORDS

13.1 Consultant 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. Consultant’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 (2017), for this Agreement as a contract for Services:

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’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 (2017), Consultant under this Agreement, and any extension hereof, must comply with Florida public record laws, and as a Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant 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 Consultant and City understand that Section 119.0701(3), Florida Statutes (2017), 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 Consultant of the request, and the Consultant 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 Consultant 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 Consultant 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 Consultant and City understand that Section 119.0701(4), Florida Statutes (2017), provides that:

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

1. The court determines that the Consultant 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 Consultant has not complied with the request, to the public agency and to the Consultant.

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 Consultant at the Consultant's address listed on its contract with the public agency or to the Consultant'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 Consultant 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 Consultant pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Consultant for any other purposes whatsoever without the written consent of the City Manager.

13.6 In the event the Agreement is terminated, Consultant 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 Consultant: Calvin, Giordano & Associates, Inc.
Attn: Dennis Giordano, CEO
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316

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 Consultant 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 Consultant 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 Consultants or vendors providing professional services on projects assigned to the Consultant, except as fully disclosed and approved by the City. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

15.3 Consultant further covenants to fully adhere to the City's Conflict of Interest Code under Division 1 of the City Code of Ordinances, where applicable.

ARTICLE 16 - FORCE MAJEURE

16.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

17.1 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.

17.2 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.

17.3 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.

17.4 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.

17.5 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.

17.6 The City Manager reserves the right to audit the records of the Consultant 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.

17.7 The Consultant 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.

17.8 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.

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

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

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

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

17.13 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.

17.14 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.

17.15 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.

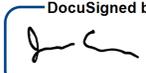
[The remainder of this page is intentionally left blank.]

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, a Florida for-profit corporation,
"Consultant":

By:  _____
4A2B6C94FF054D4...

Print Name: Jesus Cruz

Date: 1/30/2018

By:  _____
A8509DF4B914435...

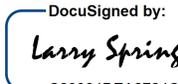
Print Name: Chris Giordano

Date: 1/30/2018

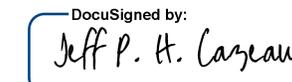
ATTEST:

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

By:  _____
2C7010872EE8414...
Michael A. Etienne, Esq.
City Clerk

By:  _____
C23984DEA2724CF...
Larry M. Spring, Jr., CPA
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:  _____
3C2C76D8D7D5484...
Jeff P. H. Cazeau, Esq.
City Attorney



Calvin, Giordano & Associates, Inc.
 EXCEPTIONAL SOLUTIONS™

Civil Engineering/Roadway & Highway Design
 Coastal Engineering
 Code Enforcement
 Construction Engineering & Inspection (CEI)
 Construction Services
 Contract Government Services
 Data Technologies & Development
 Electrical Engineering
 Emergency Management Engineering
 Environmental Services
 Facilities Management
 Geographic Information Systems (GIS)
 Indoor Air Quality
 Land Development
 Landscape Architecture
 Municipal Engineering
 Planning
 Redevelopment
 Surveying & Mapping
 Traffic Engineering
 Transportation Planning
 Urban Design
 Water/Wastewater Treatment Facilities
 Website Development/Computer Graphics

GSA Contract Holder

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

www.cgasolutions.com

December 27, 2017
 Mr. John O'Brien
 Transportation Manager
City of North Miami
 1855 NE 142nd Street
 North Miami, FL 33181

RE: ADA Compliance Analysis

Contract No.: TBD
 County: Miami-Dade
 Project Description: City of North Miami ADA Compliance Analysis

Dear Mr. O'Brien,

We are pleased to submit this proposal and Scope of Work for Professional Engineering Services associated with performing an ADA compliance review on all City owned public offices and roadway.

- I. **SERVICES TO BE PROVIDED BY CGA:** The following services are included in this proposal,
 - o Assist the City in preparing an ADA transition plan by reviewing the public offices listed below and all city owned roadways,

1	1855 NE 142 Street North Miami, FL
2	835 NE 132 Street North Miami, FL
3	810 N.E. 125 Street North Miami
4	12502 NW 11 Avenue North Miami
5	12220 Griffing Blvd. North Miami
6	776 NE 125 Street
7	12100 NW 11 Avenue
8	1755 NE 135 Street
11	12500 NW 13 Avenue
12	Ben Franklin Park - 13400 NW 12 Ave
13	1590 NE 123 Street
14	13050 Ixora Road
15	Athletic Stadium Complex, 2555 NE 151 Street
16	12400 NE 8 Avenue
18	1815 NE 150 Street North Miami, FL
19	11825 NE 19 Drive (Besade Park)
20	12220 North Bayshore Drive (N. Bayshore Park)
21	12181 NE 13 Avenue North Miami, FL
22	700 NE 124 Street North Miami, FL
23	12330 NE 8 Avenue
24	12100 NW 16th Avenue North Miami, FL
25	1755 Sans Souci Blvd/NE 135 North Miami, FL
26	1823 NE 150 Street North Miami, FL
27	12501 NE 2ne Avenue North Miami, FL



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Civil Engineering/Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering
& Inspection (CEI)
Construction Services
Contract Government
Services
Data Technologies &
Development
Electrical Engineering
Emergency Management
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Indoor Air Quality
Land Development
Landscape Architecture
Municipal Engineering
Planning
Redevelopment
Surveying & Mapping
Traffic Engineering
Transportation Planning
Urban Design
Water/Wastewater
Treatment Facilities
Website Development/
Computer Graphics

GSA Contract Holder

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

www.cgasolutions.com

- List existing barriers in the public rights-of-way under the City's jurisdiction, and schedules which barriers to remove to provide access for individuals with disabilities to the City programs.
- Provide recommendations to the City to improve areas found to be deficient and don't meet the FDOT ADA requirements.
- Provide the City with a cost estimate to implement the recommended corrections.
- Provide a signed and sealed complete report with all findings to the City before 2/28/2018.

II. ADDITIONAL FEES: The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Architectural, structural (i.e., retaining walls, bridges, and docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual).
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stakeout 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 scope initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.).
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

III. 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,



Calvin, Giordano & Associates, Inc.
 EXCEPTIONAL SOLUTIONS™

- Civil Engineering/Roadway & Highway Design
- Coastal Engineering
- Code Enforcement
- Construction Engineering & Inspection (CEI)
- Construction Services
- Contract Government Services
- Data Technologies & Development
- Electrical Engineering
- Emergency Management Engineering
- Environmental Services
- Facilities Management
- Geographic Information Systems (GIS)
- Indoor Air Quality
- Land Development
- Landscape Architecture
- Municipal Engineering Planning
- Redevelopment
- Surveying & Mapping
- Traffic Engineering
- Transportation Planning
- Urban Design
- Water/Wastewater Treatment Facilities
- Website Development/Computer Graphics

GSA Contract Holder

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

www.cgasolutions.com

fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

IV. 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	
I. Professional Engineering Services	
CGA CEI-Miami Office (Lump Sum)	\$19,800.00

V. 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.
- 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.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.
- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received.
- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely 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.



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Civil Engineering/Roadway & Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection (CEI)
Construction Services
Contract Government Services
Data Technologies & Development
Electrical Engineering
Emergency Management Engineering
Environmental Services
Facilities Management
Geographic Information Systems (GIS)
Indoor Air Quality
Land Development
Landscape Architecture
Municipal Engineering Planning
Redevelopment
Surveying & Mapping
Traffic Engineering
Transportation Planning
Urban Design
Water/Wastewater Treatment Facilities
Website Development/Computer Graphics

GSA Contract Holder

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

www.cgasolutions.com

- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty(30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document).
- This Agreement may be terminated by either party upon not less than thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

VI. MISCELLANEOUS PROVISIONS

- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.
- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

VII. 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 this task in a timely manner. Please indicate your acceptance of this



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

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.

**Mohamed
Mabrouk PE**

Digitally signed by Mohamed Mabrouk PE
DN: c=US, o=CALVIN GIORDANO AND ASSOCIATES INC., ou=CALVIN
GIORDANO AND ASSOCIATES INC., cn=Mohamed Mabrouk PE,
serial=190220010011, c=US, email=mabrouk@cgasolutions.com
Date: 2017.12.27 14:09:18 -0500

Moe Mabrouk, PE
Director of CEI Operations

- Civil Engineering/Roadway & Highway Design
- Coastal Engineering
- Code Enforcement
- Construction Engineering & Inspection (CEI)
- Construction Services
- Contract Government Services
- Data Technologies & Development
- Electrical Engineering
- Emergency Management
- Engineering
- Environmental Services
- Facilities Management
- Geographic Information Systems (GIS)
- Indoor Air Quality
- Land Development
- Landscape Architecture
- Municipal Engineering
- Planning
- Redevelopment
- Surveying & Mapping
- Traffic Engineering
- Transportation Planning
- Urban Design
- Water/Wastewater
- Treatment Facilities
- Website Development/Computer Graphics

GSA Contract Holder

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

www.cgasolutions.com