



CITY OF DORAL
RECORD (MASTER) COPY
TRANSMITTAL FORM
OFFICE OF THE CITY CLERK

Transmittal From: Public Works Dept.
Department

Delivered by: Luisy Barrera
Name

Date of Transmittal: 9.18.2015

City Clerk's Office Date Stamp
09-21-15P02:02 RCVD

The following record (master) copy is being transmitted to the Office of the City Clerk:

- Contract
- Agreement
- Lease
- Deed
- Vehicle Title

- Special Magistrate Order
- Other:
Work Order

Is this record (master) copy to be recorded with the County Clerk? Yes No

Is this contract/ agreement: Capital Improvement Non Capital Improvement

Description of Record Copy: Calvin Giordano & Assoc WO for schematic design Doral gateway features

Two (2) copies provided to City Clerk; Kindly return One (1) to PWD. Thanks!

Approved by Council: Yes* No Council Meeting date: (8.11.15 minutes inc.)

*(Provide Resolution / Ordinance attached when applicable)

Office of the City Clerk Administrative Use Only

Received by: Karina La Rosa

Reviewed for completion by Connie Diaz

Returned to originating Department for the following corrections on: N/A (Date)

Digital archive: 9/22/15 (Date) Hard copy archive: 9/22/15 (Date)

Tracking Log: 09/21/15 (Date) Website: 9/22/15 (Date)

Originals returned on 9/22/15 (Date)

WORK ORDER FOR PROFESSIONAL SERVICES

TO: Calvin, Giordano & Associates, Inc.
1800 Eller Drive
Suite 600
Ft. Lauderdale, FL
33316
Phone (954) 921-7781

DATE: September 8, 2015

PROJECT DESCRIPTION:

The City of Doral authorizes the firm of Calvin, Giordano & Associates to proceed with the Professional Services for the preparation of (3) schematic design alternatives for gateway features into the City of Doral, planned for the entrances of Doral Blvd. from the Florida Turnpike at the west end and the Palmetto Expressway on the east end.

The performance of services associated with this Work Order will be executed as per the attached proposal dated September 8, 2015 for the lump sum fee of \$8,710.00. You are required to complete Tasks I & II by October 2, 2015 inclusive of staff comments.

You are required as part of this Proposal to execute this Work Order and begin work within ten (10) days from the date of this Work Order, or as directed otherwise.

If you fail to execute said Work Order and begin work within ten (10) days the City of Doral will be entitled to disqualify the Proposal, and revoke the award.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

CONSULTANT: Calvin, Giordano & Associates, Inc.

WITNESSES: SEAL:

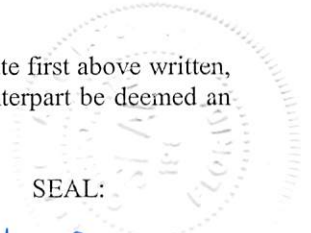
BY: [Signature]
NAME: DENNIS GIORDANO
TITLE: PRESIDENT

1. [Signature]
2. [Signature]

OWNER: City of Doral
BY: [Signature]
NAME: Edward Rojas
TITLE: City Manager

AUTHENTICATION:
BY: [Signature]
NAME: Connie Diaz
TITLE: City Clerk

APPROVED AS TO FORM:
BY: [Signature]
NAME: WEISS, SEROTA, HELFMAN, PASTORIZA
COLE AND BONISKE
TITLE: CITY ATTORNEY





September 8, 2015

Mr. Edward Rojas
City Manager
City of Doral
8401 NW 53rd Street
Doral, FL 33166

RE: Doral Gateway Signs
CGA Proposal No. 14-7392

Dear Mr. Rojas,

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

The purpose of these services are to develop comparative design solutions for gateway entry features that will serve as the basis of design for future phases of the project, which will include the further design development and construction engineering plans of the adopted design for implementation. While the final chosen design option will have enough information to understand its visual impact on the gateway experience of the Boulevard, possible material choices and general landscaping and lighting improvements envisioned to be a part of the gateway strategy, they will require further engineering and design development for constructability plans to determine a more accurate cost for construction, as well as possible coordination with the City, FDOT and private property owners for any necessary easements to accommodate their locations. This proposal is exclusively for conceptual design. No engineering, permitting, bidding, construction administration, design during construction or post-construction work is included.

I. Professional Landscape Architecture Services

Task 1 CGA will develop 3 schematic design options for gateway features into the City of Doral, planned for the entrances of Doral Boulevard from the Florida Turnpike on the west and the Palmetto Expressway on the east. It is envisioned that these options will consist of design alternatives of a general columnar form, so as to minimize its footprint, which are envisioned to be installed either in the public Right-of-Way or that may require a minimal easement in the future.

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

www.cgasolutions.com

1. All design options, per Staff directive, will include the use of the words “Live”, “Work”, “Learn”, and “Play” as a major design element in a manner that can be removed/modified in the future without impacting the overall design of the feature.
2. All design options will include the use of the newly adopted City logo’s palm design.
3. One progress meeting with City Staff to comment and review on design options being developed for City Council.

Task 2 CGA will prepare a graphic presentation for the City Council that will include:

1. Previous options of the gateway design features as included in the master plan and its intent;
2. Previous iterations of the design options; and
3. Recommended 3 conceptual options for design selection by the City Council.

Task 3 CGA will attend one City Council meeting and deliver the conceptual features presentation where Council will select only 1 option for further development.

Task 4 CGA will consult with a sub-consultant sign manufacturer to determine optional solutions for fabrication. Together we will develop the chosen schematic design to the point to determine anticipated construction methods, material and finishes, lighting strategies, and an opinion of anticipated costs per unit.

Task 5 Prepare a second presentation with the developed schematic for City Council consideration.

Task 6 Attend a second Council meeting for final approval and adoption of the design.

Note: No other meetings besides those mentioned are included in this proposal.

BASIS OF PROPOSAL

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.
- Calvin, Giordano & Associates, Inc. will require that all consultants carry proper insurance, including professional liability insurance, if appropriate.
- Permit construction certification will include one partial and one final inspection.

ADDITIONAL FEES

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

- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Calculations of off-site flood stages.

- Construction quality control inspections.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Re-review of rejected shop drawings.
- Review and approval of Contractor pay requests.
- Review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum fee as shown in the proposed Schedule of Fees:

PROPOSED SCHEDULE OF FEES		
I	Professional Landscape Architecture Services	\$8,710.00
	Preliminary Landscape Architecture	\$3,910.00
	Sub-Consultant	\$4,800.00
II	Meetings not included in I thru I	Hourly
	TOTAL (Plus Hourly Services)	\$8,710.00

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.
- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.
- CLIENT agrees to indemnify, hold harmless and, at Calvin, Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin, Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from, or related to any acts, omissions or negligence of CLIENT or its consultants.

- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc., pursuant to this Agreement.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.
- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.
- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.
- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

MISCELLANEOUS PROVISIONS

- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.
- This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.
- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

TERMINATION OF THE AGREEMENT

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.




Dennis J. Giordano
President

Cost of these services are \$8,710.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: 
Name: Dennis J. Giordano
Title: President

Date: 9/8/15

By: _____
Name: Mr. Edward Rojas
Title: City Manager

Date: _____