

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

Meeting Date: July 19, 2016

Agenda Item 6

REQUESTED CRA BOARD ACTION:

Resolution Consideration Approval Other

SHORT TITLE OR MOTION: A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE WORK AUTHORIZATION NO. 1 IN THE AMOUNT OF \$90,000.00 FOR TRAFFIC SIGNAL DESIGN SERVICES FOR MLK BOULEVARD AND NW 27TH AVENUE PURSUANT TO THE CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CRA AND CALVIN, GIORDANO & ASSOCIATES, INC.; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Staff is seeking CRA Board approval of a Resolution authorizing execution of Work Authorization No. 1 between the CRA and Calvin, Giordano & Associates, Inc. ("CGA") to provide professional services in the sum of \$90,000.00 including Owner's Contingency to assist the CRA with traffic engineering design services for a traffic signal at the intersection of MLK Boulevard and NW 27th Avenue. CGA will prepare construction documents and coordinate permitting efforts with Broward County Traffic Engineering ("BCTED"). In addition, CGA will assist with traffic design services to make modifications to the plans for the MLK Boulevard Reconstruction Project. Staff recommends approval. Funding for these services will be provided by the City of Pompano Beach pursuant to an interlocal agreement between the CRA and the City.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Pompano Beach CRA
- (2) Primary staff contact: Horacio Danovich, CIP Manager/CRA Engineer Ext. 7834
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: \$90,000.00, Account 150-1910-539-31-60.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	AUTHORIZED SIGNATURE OR ATTACHED MEMO NUMBER
_____	_____	_____	_____
_____	_____	_____	_____

- CRA Executive Director
- CRA Attorney
- Finance Director



Claudia M. McKenna

S. Sibble

ACTION PREVIOUSLY TAKEN BY CRA BOARD: None

<u>Resolution</u>	<u>Consideration</u>	<u>Other:</u>
Results: _____	Results: _____	Results: _____
_____	_____	_____
_____	_____	_____

RESOLUTION NO. _____

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) APPROVING AND AUTHORIZING THE PROPER OFFICIALS TO EXECUTE WORK AUTHORIZATION NO. 1 IN THE AMOUNT OF \$90,000.00 FOR TRAFFIC SIGNAL DESIGN SERVICES FOR MLK BOULEVARD AND NW 27TH AVENUE PURSUANT TO THE CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CRA AND CALVIN, GIORDANO & ASSOCIATES, INC.; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. Work Authorization No. 1 in the amount of \$90,000.00 for traffic signal design services for MLK Boulevard and NW 27th Avenue pursuant to the Contract for Consulting/Professional Services between the Pompano Beach Community Redevelopment Agency (CRA) and Calvin, Giordano & Associates, Inc. for Engineering Services approved by Resolution No. 2015-38 (the "Contract"), a copy of which Work Authorization No. 1 is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. The proper officials are hereby authorized to execute Work Authorization No. 1 as described in Section 1 above upon receipt of a signed interlocal agreement between the CRA and the City of Pompano Beach regarding funding for Work Authorization No. 1.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of July, 2016.

LAMAR FISHER, CHAIRPERSON

ATTEST:

MARGARET GALLAGHER, SECRETARY

MEMORANDUM

July 11, 2016

TO: CRA Board

THRU: Kim Briesemeister, CRA Executive Director
Chris Brown, CRA Executive Director

FROM: Horacio Danovich, CIP Manager



Issue

The Community Redevelopment Agency (“CRA”) is seeking CRA Board approval of a Resolution to award Work Authorization No.1 to Calvin, Giordano & Associates, Inc. (CGA) in accordance with a continuing services contract for professional services approved by Resolution 2015-38 in the amount of \$90,000.00 including Owner’s Contingency. Funding for this work is made available by the City. The City will reimburse the CRA through an Interlocal Agreement to be executed separately from this agenda item.

Recommendation

The CRA Staff recommends Approval of the Resolution.

Background

Due to unforeseen field conditions and changes to the trafficways requested by Broward County Traffic Engineering (BCTED), CGA is being asked to assist the CRA with traffic design services including preparation of construction documents for the installation of a traffic signal at the intersection of MLK Boulevard and NW 27 Avenue. The proposed changes and services (See Exhibit “A”) are described below.

The design shall include compiling the following drawings (construction documents).

- 1) Prepare construction documents for the traffic signal infrastructure at the intersection of MLK Boulevard and NW 27 Avenue. This will require coordinating with BCTED for required traffic signal permit requirements.
- 2) Assist with bidding services and pre-construction phase.
- 3) Provide geotechnical services and provide structural services (only if necessary and with added compensation).



- 4) Provide MLK Boulevard arterial, crash, turn lane and intersection analysis of MLK Boulevard and NW 27 Avenue as a function of BCTED required signal warrant analysis.
- 5) Carry out traffic data collection (to be completed after completion of MLK Boulevard Reconstruction Improvements work currently underway) and conduct MUTCD warrant analysis.
- 6) Provide electrical engineering services as necessary including coordination with FPL, etc.

Staff recommends approval.

Work Authorization No. 1

MLK Boulevard Supplemental Traffic Analysis and Design

Additional Professional Services

Pursuant to a contract between Calvin, Giordano & Associates, Inc. (CONSULTANT) and the Pompano Beach Community Redevelopment Agency (CRA) dated February 6, 2015 (Resolution 2015-38), this Work Authorization No. 1, when executed, shall authorize CONSULTANT to perform design and improvements as requested by the CRA acting on behalf of the City of Pompano Beach. All the terms and conditions of the prior agreements are incorporated herein.

I. PROJECT DESCRIPTION

It is the Pompano Beach CRA's intention to conduct additional traffic analysis and traffic signal design for improvements on Dr. Martin Luther King Jr., Blvd. and the intersection of NW 27 Avenue (see Location Map). It is the CRA's desire to hire CONSULTANT to provide all necessary engineering design consulting services in accordance with CONSULTANT'S proposal No. 16-8714 dated June 22, 2016 (See Exhibit "A"). Due to unforeseen field conditions and changes to the trafficways requested by Broward County Traffic Engineering (BCTED), the CONSULTANT will be tasked with some modifications to the approved design plans completed under the supervision of Keith & Associates, Inc. under a separate work order approved via Resolution 2012-42. The proposed changes and services are described below.

II. SCOPE OF WORK

The scope of work identifies the level of effort that will be performed by CONSULTANT in designing and assisting the CRA in implementing this improvement project. The services to be *provided* by CONSULTANT to the CRA under this task order will consist of the following tasks:

Task 1 – TRAFFIC SIGNAL DESIGN SERVICES

The design shall include compiling the following drawings (construction documents).

- 1) Prepare construction documents for the traffic signal infrastructure at the intersection of MLK Boulevard and NW 27 Avenue.
- 2) Coordinate with BCTED for required traffic signal permit requirements.
- 3) Assist with bidding services.
- 4) Assist during pre-construction phase.
- 5) Provide geotechnical services.
- 6) Provide structural services (only if necessary and with added compensation).
- 7) Provide MLK Boulevard arterial analysis.

- 8) Conduct intersection of MLK Boulevard and NW 27 Avenue signal warrant analysis and traffic data collection (to be completed after completion of MLK Boulevard Reconstruction Improvements work currently underway).
- 9) Conduct intersection of MLK Boulevard and NW 27 Avenue crash analysis.
- 10) Conduct intersection of MLK Boulevard and NW 27 Avenue turn lane analysis.
- 11) Conduct MUTCD warrant analysis.
- 12) Electrical engineering services as necessary including coordination with FPL, etc.

Deliverables for DESIGN DEVELOPMENT and CONSTRUCTION DOCUMENTS
Task

- a) Necessary plans for submittal including PDF and CADD copies of all plans.*
- b) Traffic study supplemental report.*

II - PROJECT SCHEDULE

Task 1: +/-12-15 months (depending on construction activities)

IV. COMPENSATION

CONSULTANT will provide the above described services on a lump sum basis, to be billed on a monthly basis. Lump sum fee shall be as follows, plus out of pocket expenses.

Task 1 DESIGN SERVICES	\$78,535.00 Lump Sum
Owner's Contingency (includes reimbursables)	\$11,465.00 Lump Sum
TOTAL ALL TASKS	\$90,000.00 Lump Sum

"CONSULTANT"

Witnesses:

[Signature]

DANA RIVAS

Printed Name

Calvin, Giordano & Associates, Inc.

By: [Signature]

Signature

Dennis Giordano

Name Printed

[Signature]

Title: President

Eric Czerniejewski

Printed Name

(SEAL)

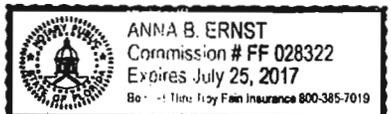


STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 11th day of July 2016 by Dennis Giordano, as President of Calvin, Giordano & Associates, Inc. who is personally known to me or who has produced _____ (type of identification) as

identification.

NOTARY'S SEAL:



Anna B Ernst

NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)

Anna B Ernst

(Name of Acknowledger Typed, Printed or Stamped)

FF 028322
Commission Number

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Print Name: _____

By: _____
Lamar Fisher, Chairman

Print Name: _____

ATTEST:

Margaret Gallagher, Secretary

EXECUTIVE DIRECTOR:
Redevelopment Management Associates, LLC
a Florida limited liability company

Print Name: _____

By: MetroStrategies, Inc., a Florida corporation
a managing member

By: _____
Kim Briesemeister, President

Print Name: _____

and
By: _____
Christopher J. Brown
a managing member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by LAMAR FISHER as Chairman of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by MARGARET GALLAGHER, Secretary of the Pompano Beach Community Redevelopment Agency, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Kim Briesemeister, President of MetroStrategies, Inc., as Managing Member of Redevelopment Management Associates, LLC on behalf of the limited liability company. She is personally known to me or who has produced _____ (type of identification) as identification.

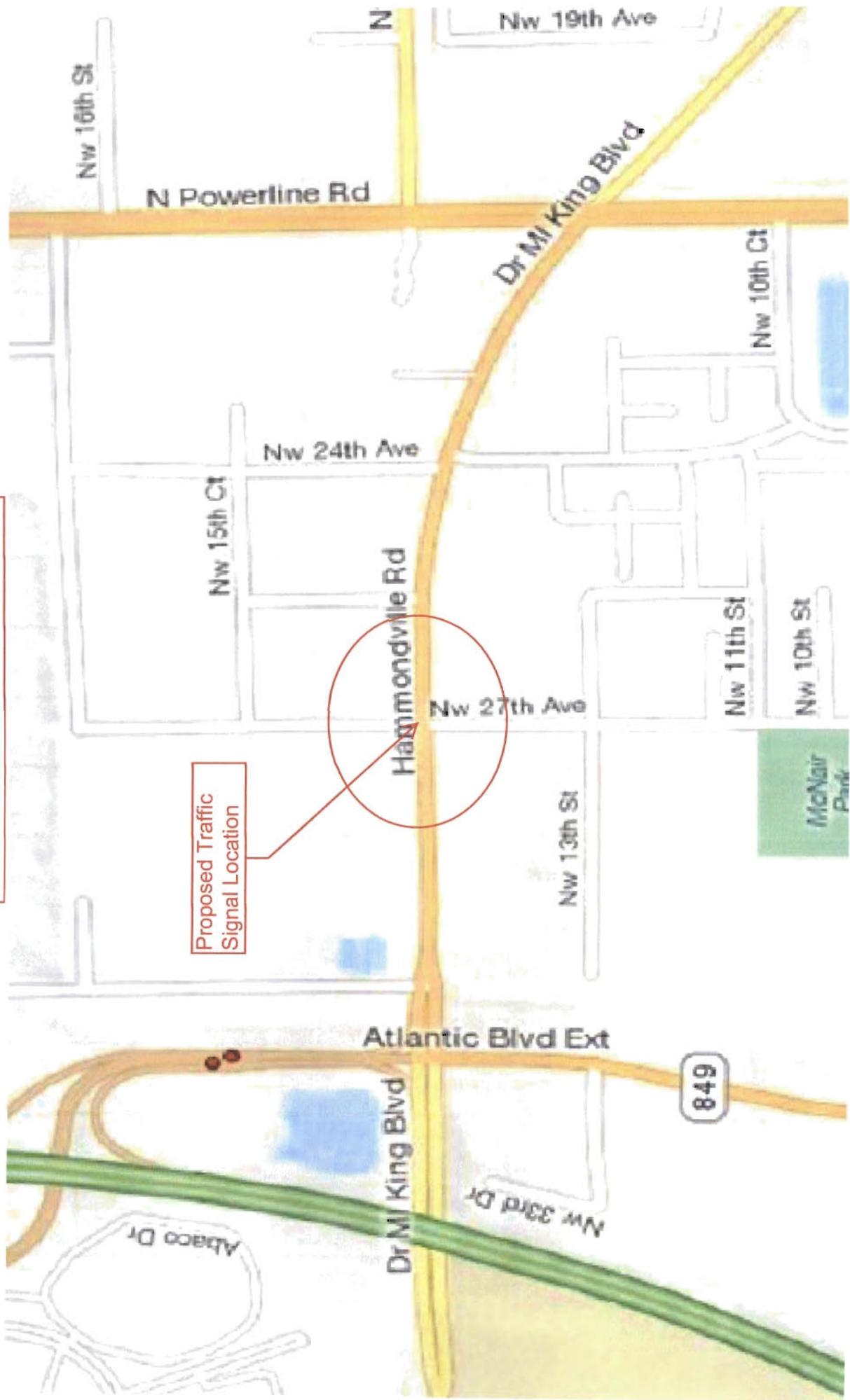
NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

MLK BOULEVARD IMPROVEMENTS
LOCATION MAP



Proposed Traffic
Signal Location





July 12, 2016

Exhibit "A"

Mr. Horacio Danovich
CRA Engineer
City of Pompano Beach CRA
100 West Atlantic Boulevard, Room 276
Pompano Beach, FL 33060

RE: MLK Boulevard Supplemental Traffic Analysis and Design
CGA Proposal No. 16-8714

Dear Mr. Danovich,

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

I. Professional Engineering Services

A. Traffic Engineering

1. Traffic Signal Design Services- CGA will complete the signalization design and permitting of a future traffic signal at the intersection of MLK Boulevard and NW 27th Avenue. CGA will provide the following scope of services:

- CGA will prepare construction documents for the traffic signal infrastructure at the intersection of MLK Boulevard and NW 27th Avenue. The traffic signal infrastructure will include mast arm assemblies that meet the FDOT 150 MPH wind requirements and other pertinent signal elements including pedestrian countdown signals, video detection, controller cabinet, pull boxes and signal cabling and conduit. The traffic signal design plans will utilize the current roadway and signing and marking design files from the City of Pompano Beach's design Consultant for the MLK Boulevard Reconstruction Project FM #432861-1-58-01 - City Project #12176. Broward County Traffic Engineering Division will be consulted on the locations of the future signal pole foundations and the new traffic signal controller cabinet during the preliminary signal design phase.

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

- **Permitting Services:** CGA will coordinate with Broward County Traffic Engineering Division to secure approval of the proposed traffic signal infrastructure. This scope of services includes one joint meeting between the City of Pompano Beach and Broward County staff to discuss any related traffic comments.
- **Bidding Services:** CGA will be available during bidding services to attend pre-bid meetings, address Requests for Information from prospective bidders and prepare and print final construction documents.
- CGA will assist during the pre-construction phase by reviewing traffic related shop drawings. This scope of services does not include tabulation of Contractor's bids or full construction services. Please note that this scope of services assumes that the Construction Engineering and Inspections will be provided by others. CGA will not be responsible for determination of the progress and quality of work in accordance with the contract documents since construction services is not provided for in the scope of services.

2. Geotechnical Services

- Provide Geotechnical subconsultant services to perform one Standard Penetration Test (SPT) boring in general accordance with ASTM D-1586 specifications to a depth of 25 feet in the area of the proposed signal traffic pole. An engineering report including a description of our findings and general site preparation and foundation design recommendations for support of the proposed signal pole.

3. Structural Services

- Structural Design Services are not included in these scope of services. If the geotechnical report requires a structural analysis for a special foundation design due to the soil conditions encountered in the field, this scope of work will be provided as an additional service.

4. Subsurface Utility Engineering Services

- Subsurface Utility Engineering Services are not included as part of this scope of services. These services will be provided by the City of Pompano Beach. SUE services will be needed to confirm locations of any underground utility lines near the future proposed signal foundation pole locations.

5. Surveying Services

- Surveying Services are not included in these scope of services. The existing topographic survey for MLK Boulevard Reconstruction Project FM #432861-1-58-01 - City Project #12176 will be used for the preparation of the preliminary traffic signal design plans. Additional topographic survey services will be required for the final traffic signal design plans including providing a 3D surface model of the newly constructed MLK Boulevard. These surveying services will be provided by the City of Pompano Beach.

6. MLK Boulevard Arterial Analysis Supplement and 27th Avenue Traffic Signal Warrant Analysis

- Traffic Data Collection- Manual Turning Movement Counts will be collected during the morning and afternoon/evening two hour peak hour period at the following intersections and select driveways:
 - Florida Turnpike and MLK Boulevard
 - Blount Road and MLK Boulevard
 - NW 27th Avenue and MLK Boulevard (12 hour Manual Turning Movement Counts will be collected at this intersection only)
 - NW 26th Avenue and MLK Boulevard
 - NW 24th Avenue and MLK Boulevard
 - NW 21st Avenue and Powerline Road
 - Driveway located at approximate Station 24+00 (Southeastern Power)
 - Driveway located at approximate Station 26+50 (Gentleman's Club)
 - Driveway located at approximate Station 31+50 (Wendy's)
 - Driveway located at approximate Station 36+00 (Strobes-R-Us)
 - Driveway located at approximate Station 36+50 (Jim's Auto/Bushel Shop)

- Driveway located at approximate Station 41+00 (Worldwide Trucking)
- Driveway located at approximate Station 43+00/43+50 (Pompano Commercial)
- Driveway located at approximate Station 45+50 (Pompano Commercial)
- Driveway located at approximate Station 48+50 (Soup Kitchen)
- Driveway located at approximate Station 49+50 (San Isadora Church)
- Driveway located at approximate Station 52+50 (San Isadora Church)
- Driveway located at approximate Station 57+00 (Chevron)
- Pedestrian counts at the intersection of MLK Boulevard and NW 27th Avenue.
- MLK Boulevard Corridor Traffic Analysis Supplement
 - Crash History Due Diligence- CGA traffic engineers will collect the most recent 5 years of crash data using Signal Four Analytics. Crash Data will be summarized using tables and exhibits.
 - Turn Lane Analysis- CGA traffic engineers will evaluate the turn lane design for a new proposed median opening along MLK Boulevard between NW 31st Avenue and NW 27th Avenue. CGA traffic engineers will evaluate required storage length based on the 95th percentile queue data taken from traffic analysis performed in Synchro 9 software.
 - Intersection Analysis- CGA traffic engineers will perform intersection traffic analysis at the MLK Boulevard intersections at NW 31st Avenue, NW 27th Avenue, NW 26th Avenue, NW 24th Avenue and NW 21st Avenue using Synchro 9 software. CGA traffic engineers will reconfirm the required storage lengths for relevant turn lanes at these identified intersections using the recently collected traffic data.

- Traffic Signal Warrant Analysis
 - MUTCD Warrant Analysis- CGA traffic engineers will perform a traffic signal warrant analysis for the intersection of MLK Boulevard and NW 27th Avenue per the signal warrants outlined in Chapter 4C of the current MUTCD. The key signal warrants accepted by Broward County Traffic Engineering Division will be evaluated.
 - Traffic Study Supplemental- CGA traffic engineers will summarize the results of the MLK Boulevard Corridor Traffic Analysis Supplement and Traffic Signal Warrant Analysis in memorandum format with technical narrative, tables and figures as necessary.
7. Reimbursable Expenses- Owner requested contingency of \$11,465.00 to offset potential reimbursable expenses.

B. Electrical Engineering

1. Traffic Signal Design Services

- CGA will provide electrical engineering design services including coordination of the FPL point of services for the future signalized intersection of MLK Boulevard and NW 27th Avenue. These services include field investigation, electrical design construction plans, and shop drawing review during the pre-construction phase.

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 Engineering Services
A	Professional Traffic Engineering Services \$85,465.00
	Prints and Copies \$11,465.00
	Corridor Planning Studies \$20,580.00
	Signal Design \$33,560.00
	Other Traffic Work Activity \$11,300.00
	Sub-Consultant \$8,560.00
B	Professional Electrical Engineering Services \$4,535.00
	Electrical Engineering
	Project Management/General Tasks \$1,160.00
	Utility Location & Capacities \$290.00
	Field Investigation \$870.00
	Sign & Seal Plans \$145.00
	Address City Review Comments \$145.00
	Shop Drawing Review & Approval (one round only) \$145.00
	Budget Level Cost Estimate \$145.00
	FPL Coordination \$1,160.00
	CAD design \$475.00
II	Meetings not included in I thru I Hourly
TOTAL (Plus Hourly Services) \$90,000.00	

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.

A handwritten signature in blue ink, appearing to read "Dennis J. Giordano", is written over a light gray rectangular background.

Dennis J. Giordano
President

Cost of these services are \$90,000.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By:  Date: 7/12/16
Name: Dennis J. Giordano
Title: President

By: _____ Date: _____
Name: Mr. Horacio Danovich
Title: CRA Engineer