Town of Surfside
Town Commission Meeting
AGENDA
November 13, 2012
7 p.m.
Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

1. **Opening**

   A. **Call to Order**
   B. **Roll Call of Members**
   C. **Pledge of Allegiance**
   D. **Mayor and Commission Remarks –** Mayor Daniel Dietch
   E. **Agenda and Order of Business** Additions, deletions and linkages
   F. **Community Notes –** Mayor Daniel Dietch
   G. **Dr. Rodriguez, Ruth K. Broad Principal –** Roger M. Carlton, Town Manager
   H. **Certificate of Achievement for Excellence in Financial Reporting –** Don Nelson, Finance Director **Page 1 - 2**

2. **Quasi-Judicial Hearings (None)**

3. **Consent Agenda** ***(Set for approximately 7:30 p.m.)***

   All items on the consent agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request, during item 1E Agenda and Order of Business, that an item be removed from the Consent Agenda and discussed separately.

Recommended Motion: To approve all consent agenda items as presented below.

**** Denotes agenda items as "must haves" which means there will be significant impacts if the item is not addressed tonight. If these items have not been heard by 10 p.m., the order of the agenda will be changed to allow them to be heard.***

***A. Minutes** - October 15, 2012 **–** Special Commission Meeting **Page 3 - 11**

B. Budget to Actual Summary as of August 31, 2012 – Donald Nelson, Finance Director **Page 12 - 13**

***C. Town Manager's Report (Points of Light)** – Roger M. Carlton, Town Manager **Page 14 - 46**

***D. Town Attorney's Report** – Lynn M. Dannheisser, Town Attorney **Page 47 - 53**

***E. Projects Progress Report –** Calvin, Giordano and Associates, Inc. **Page 54 - 56**

F. Committee Reports – Roger M. Carlton, Town Manager ***(Note: Vice Mayor Karukin has requested that Committee minutes appear on the Consent Agenda. The most recent approved minutes have been included)***

- September 20, 2012 – Parks and Recreation Committee Meeting **Page 57-58**
- September 12, 2012 - Tourist Board Meeting **Page 59 - 61**

4. Ordinances

(Set for approximately __8:50___ p.m.) (Note: Good and Welfare must begin at 8:15)

A. Second Readings (Ordinances and Public Hearing)

***1. Reduced Rate for Solid Waste Removal –** Donald Nelson, Finance Director **Page 62 - 65**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 66-35, "SCHEDULE OF FEES" OF THE CODE OF ORDINANCES TO ESTABLISH A NEW RATE FOR SOLID WASTE REMOVAL TO DOWNTOWN BUSINESSES ABOVE STREET LEVEL WITH A 25% FEE REDUCTION WHICH SHALL BE EFFECTIVE OCTOBER 1, 2012; PROVIDING FOR INCLUSION IN THE CODE BY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

2. Maximum Continuous Wall Frontage Ordinance – Vice Mayor Michael Karukin **Page 66**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING CHAPTER 90 ZONING; SECTION 90-51 MAXIMUM FRONTAGE OF BUILDINGS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance deferred to December 11, 2012 Town Commission Meeting at 7:00PM]

3. Elimination of DRB – Lynn Dannheisser, Town Attorney **Page 67**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" BY DISSOLVING THE DESIGN REVIEW BOARD AND CONSOLIDATING THE DESIGN REVIEW FUNCTION INTO THE EXISTING FUNCTIONS OF THE PLANNING AND ZONING BOARD, CHANGING MEMBERSHIP REQUIREMENTS FOR PLANNING & ZONING BOARD; AND PROVIDING FOR FILLING OF VACANCIES; INCLUDING A TRANSITIONAL PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance deferred to December 11, 2012 Town Commission Meeting at 7:00PM]

(Set for approximately __9:00___ p.m.) (Note: Good and Welfare must begin at 8:15)

B. First Reading Ordinances

1. Pension Amendment – Roger M. Carlton, Town Manager **Page 68**
[This item will be delivered under separate cover if the Davis case is settled prior to trial]

***2. FEMA Reinsertion of Section 42-92 (6) CCCL Elevation of Construction –** Lynn Dannheisser, Town Attorney **Page 69 - 83**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 42 AND SPECIFICALLY SECTION 42-41 "DEFINITIONS"; SECTION 42-76 "PERMIT PROCEDURES"; SECTION 42-77 "DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR"; SECTION 42-91 "GENERAL STANDARDS"; SECTION 42-92 "SPECIFIC STANDARDS" INCLUDING RE-INSERTION OF SUBPARAGRAPH (6) RELATING TO THE CCCL; AND SECTION 42-95 COASTAL HIGH HAZARD AREAS (V-ZONES) OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE

3. **Amendment to Lobbyist Registration and Adoption of Forms –** Lynn Dannheisser, Town Attorney **Page 84 - 94**

   AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 2-235 OF THE CODE OF THE TOWN OF SURFSIDE RELATING TO LOBBYIST REGISTRATION AND; PROVIDING FOR DEFINITIONS; PROVIDING FOR ANNUAL EXPIRATION AND RENEWAL FOR LOBBYIST REGISTRATIONS; REQUIRING REGISTRATION OF PRINCIPALS; REQUIRING DISCLOSURE OF ANNUAL LOBBYIST EXPENDITURE BY JANUARY 15TH OF EACH YEAR; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

4. **Amendment to Short Term Rental Ordinance to Allow for Alternative Notice and Amendment to Paragraph References –** Lynn Dannheisser, Town Attorney **Page 95 - 99**

   AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" AND SPECIFICALLY AMENDING SECTION 90-41.1 "SHORT TERM RENTAL OF SINGLE FAMILY DWELLINGS, TWO-FAMILY DWELLINGS, MULTI-FAMILY DWELLINGS AND TOWNHOUSES" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

5. **Delinquency Penalties and Condominium Hotel Resort Tax Ordinance –** Lynn Dannheisser, Town Attorney **Page 100 - 105**

   AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 70 AND SPECIFICALLY AMENDING SECTION 70-107 DEFINITIONS; AMENDING SECTION 70-117 DELINQUENCY PENALITIES, INTEREST; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE

5. Resolutions and Proclamations
(Set for approximately __9:30__ p.m.) (Note: Depends upon length of Good and Welfare)

***A. Tourism Five Year Strategic Plan Consultant and Business Improvement District Organizational Plan –** Duncan Tavares, TEDACS Director **(SET FOR TIME CERTAIN 8:20 P.M.) Page 106 - 129**

[Resolution and Attachment "2" will be delivered under separate cover]

***B. Employee Health Benefits Retroactive Contract Renewal for FY 12-13 –** Yamileth Slate-McCloud, Human Resources Director **(SET FOR TIME CERTAIN 8:10 P.M.) Page 130 - 322**

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, RETROACTIVELY APPROVING THE GROUP HEALTH PLAN WITH UNITED HEALTHCARE / NEIGHBORHOOD HEALTH PLAN AND THE DENTAL, TERM LIFE INSURANCE, ACCIDENTAL DEATH, SHORT TERM DISABILILTY, AND LONG TERM DISABILITY WITH MUTUAL OF OMAHA; PROVIDING FOR AN EFFECTIVE DATE.

***C. Expenditure of Forfeiture Funds –** David Allen, Chief of Police **Page 323 - 327**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2012/2013 POLICE FORFEITURE FUND EXPENDITURE IN THE AMOUNT OF SIXTY-TWO THOUSAND FOUR HUNDRED NINETY DOLLARS ($62,490) TO BE FUNDED BY PROCEEDS OF CONFISCATED FUNDS.

***D. Fraternal Order of Police Local 135 Collective Bargaining Agreement – Year 3 Wage Re-opener –** Roger M. Carlton, Town Manager **Page 328 - 343**

RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA APPROVING AND RATIFYING THE FRATERNAL ORDER OF POLICE COLLECTIVE BARGAINING AGREEMENT – YEAR 3 WAGE RE-OPENER FOR THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE DATED OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2013; DIRECTING THE TOWN MANAGER TO EXECUTE THE FRATERNAL ORDER OF POLICE COLLECTIVE BARGAINING AGREEMENT- YEAR 3 WAGE RE-OPENER AGREEMENT ON BEHALF OF THE TOWN; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS OF THE FRATERNAL ORDER OF POLICE COLLECTIVE BARGAINING AGREEMENT – YEAR 3 WAGE RE-OPENER AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

***E. Miami Dade County – Prohibition of Red Light Cameras –** Roger M. Carlton, Town Manager **Page 344 - 356**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, IN SUPPORT OF THE "RED LIGHT CAMERA" PROGRAM AND IN OPPOSITION TO THE MIAMI-DADE COUNTY BOARD OF COMMISSIONERS LEGISLATIVE ITEM FILE NUMBER 121524; ORDINANCE REPEALING RESOLUTION NO. R-759-10 REPEALING DIRECTION AND AUTHORITY TO IMPLEMENT A "RED LIGHT CAMERA" PROGRAM IN MIAMI-DADE COUNTY IN THE UNINCORPORATED AREA OR ON COUNTY ROADS IF IT AFFECTS THE ABILITY OF THE TOWN OF SURFSIDE FROM MAINTENANCE OF ITS "RED LIGHT CAMERA" PROGRAM; AUTHORIZING THE TOWN MANAGER AND DIRECTING THE TOWN CLERK TO SEND A CERTIFIED COPY OF THIS RESOLUTION TO THE MUNICIPAL CLERK OF MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

F. Lease of a Four Wheel Drive Vehicle for Police Department – David Allen, Chief of Police **Page 357 - 369**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN EXPENDITURE IN THE AMOUNT OF $31,820 OF THE PHASE TWO POLICE VEHICLE LEASE PROGRAM WITH SUNTRUST BANK FOR THE LEASE OF A FORD EXPLORER INTERCEPTOR UTILITY VEHICLE; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THE AGREEMENT BY AND BETWEEN THE TOWN AND SUNTRUST BANK; AND PROVIDING FOR AN EFFECTIVE DATE.

G. Proposed Agreement with the Miami-Dade State Attorney's Office to Prosecute Criminal Municipal Ordinances – David Allen, Chief of Police **Page 370 - 388**

RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER OF THE TOWN OF SURFSIDE TO EXECUTE AN AGREEMENT WITH THE MIAMI-DADE STATE ATTORNEY'S OFFICE TO PROSECUTE CRIMINAL MUNICIPAL ORDINANCE VIOLATIONS IN SURFSIDE; AND PROVIDING FOR AN EFFECTIVE DATE.

***H. Surfside Community Shuttle Service Contract (Limousines of South Florida, Inc.) –** Bill Evans, Public Works Director **Page 389 - 390**

[Resolution and Agreement will be delivered under separate cover]

***I. Miami Dade County – People's Transportation Plan: MDTA Agreement for the Surfside Bus –** Roger M. Carlton, Town Manager **(SET FOR TIME CERTAIN 8:00 P.M.) Page 391 - 407**

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA ("TOWN"), AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN CLERK TO ENTER INTO AN AGREEMENT WITH MIAMI-DADE COUNTY TO PROVIDE PUBLIC TRANSPORTATION SERVICES TO THE RESIDENTS OF THE TOWN AND FOR THE TOWN TO PROVIDE ALTERNATIVE SUPPLEMENTAL PUBLIC TRANSIT THROUHOUT THE TOWN ON A DESIGNATED ROUTE AND SCHEDULE AS AMENDED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

6. Good and Welfare *(Set for approximately 8:15 p.m.)*

Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.

7. Town Manager and Town Attorney Reports

Town Manager and Town Attorney Reports have been moved to the Consent Agenda – Item 3.

All items on the Consent Agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request, during item 1E Agenda and Order of Business, that an item be removed from the consent agenda and discussed separately.

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

***A. Committee Appointments –** Sandra Novoa, Town Clerk **Page 408 - 409**

***B. Calvin Giordano & Associates (CGA) Agreement Update-** Roger M. Carlton, Town Manager **(SET FOR TIME CERTAIN 8:45 P.M.) Page 410 - 1578**

***C. Undergrounding Utilities –** Roger M. Carlton, Town Manager **(SET FOR TIME CERTAIN 7:30 P.M.) Page 1579 - 1604**

***D. Town Manager Transition Planning –** Roger M. Carlton, Town Manager **Page 1605 - 1609**

E. Setting Priorities to Give Direction to the Town Manager and Town Attorney – Roger M. Carlton, Town Manager **Page 1610 -1613**

F. Topics for a combined meeting of the Town Commission and Planning and Zoning Board – Vice Mayor Michael Karukin **Page 1614**

G. Discussion regarding reports on the Commission Agenda – Commissioner Michelle Kligman **Page 1615**

***H. Change of Town Commission Meetings for 2013 –** Roger M. Carlton, Town Manager **Page 1616**

*** I. Failure of the Seawall to the South of the Intersection of 88th Street and Carlyle Avenue –** Bill Evans, Public Works Director **Page 1617 - 1627**

J. Backflow Preventers – Commissioner Joe Graubart **Page 1628 - 1631**

K. Setting Date to Discuss Commission Priorities – Commissioner Kligman **Page 1632**

L. Discussion Item Fact Sheet - Mayor Daniel Dietch **Page 1633**

***M. Miami-Dade County Consent Decree Settlement Agreement –** Roger M. Carlton, Town Manager **Page 1634 - 1661**

N. Red Cross Donation – Commissioner Graubart **Page 1662**

10. Adjournment

Respectfully submitted,

Roger M. Carlton
Town Manager

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-893-6511 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING. HEARING IMPAIRED PERSONS MAY CONTACT THE TDD LINE AT 305-893-7936.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH

RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE TOWN CLERK, TOWN OF SURFSIDE TOWN HALL, 9293 HARDING AVENUE. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE TOWN CLERK AT 305-861-4863. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE TOWN WEBSITE AT www.townofsurfsidefl.gov

TWO OR MORE MEMBERS OF OTHER TOWN BOARDS MAY ATTEND THIS MEETING.

THESE MEETINGS MAY BE CONDUCTED BY MEANS OF OR IN CONJUNCTION WITH COMMUNICATIONS MEDIA TECHNOLOGY, SPECIFICALLY, A TELEPHONE CONFERENCE CALL. THE LOCATION 9293 HARDING AVENUE, SURFSIDE, FL 33154, WHICH IS OPEN TO THE PUBLIC, SHALL SERVE AS AN ACCESS POINT FOR SUCH COMMUNICATION.

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Town of Surfside Florida

For its Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2011

A Certificate of Achievement for Excellence in Financial Reporting is presented by the Government Finance Officers Association of the United States and Canada to government units and public employee retirement systems whose comprehensive annual financial reports (CAFRs) achieve the highest standards in government accounting and financial reporting.

President

Executive Director

Government Finance Officers Association
203 N. LaSalle Street- Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

10110/2012
NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **Town of Surfside** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

Town of Surfside Finance Department

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.

Town of Surfside
Special Town Commission Meeting
MINUTES
October 15, 2012
7 p.m.
Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

1. **Opening**
   A. **Call to Order**
   Mayor Dietch called the meeting to order at 7:04 P.M.

   B. **Roll Call of Members**
   Town Clerk, Sandra Novoa called the roll with the following members present: Mayor Dietch, Vice Mayor Karukin, Commissioner Kligman and Commissioner Graubart. Commissioner Olchyk was not in attendance.

   C. **Pledge of Allegiance**
   Chief of Police David Allen led the Pledge of Allegiance

2. **Quasi-Judicial Hearings**
   Please be advised that the following items on the Agenda are Quasi-Judicial in nature. If you wish to object or comment upon an item, please complete a Public Speaker's Card indicating the agenda item number on which you would like to comment. You must be sworn before addressing the Town Commission and you may be subject to cross-examination. If you refuse to submit to cross-examination, the Town Commission will not consider your comments in its final deliberation. Please also disclose any Ex-Parte communications you may have had with any members of the Town Commission. Town Commission members must also do the same.

   A. **Surf Club Site Plan and Conditional Use Application –** Roger M. Carlton, Town Manager

   A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ("TOWN") APPROVING A SITE PLAN APPLICATION, PURSUANT TO SECTION 90-41 ET SEQ. OF THE ZONING CODE, TO PERMIT A 285 UNIT CONDOMINIUM/HOTEL INCLUDING A GOURMET SPECIALTY FOOD PRODUCT STORE, A FOUR STAR HOTEL WITH A FIRST CLASS QUALITY SPA, ROOF TOP DECKS, POOLS, 661 PARKING SPACES, TANDEM PARKING, AND 24 HOUR VALET PARKING CONSISTING OF THREE 12-STORY BUILDINGS ON THE EAST SIDE OF COLLINS AVENUE AND TWO 4-STORY BUILDINGS ON THE WEST SIDE OF COLLINS AVENUE, AND CONDITIONAL USES, PURSUANT TO SECTION 90-23-2 OF THE ZONING CODE, TO PERMIT THE DEVELOPMENT OF STRUCTURED PARKING, HOTEL SWIMMING

POOLS, JACUZZI, OUTDOOR DINING, LOUNGES/BARS, AND A ROOF TOP BAR, ALL WITH AN ADDRESS OF 9011 COLLINS AVENUE, SURFSIDE, FL, AS SUBMITTED BY SC PROPERTY ACQUISITION, LLC (THE "APPLICANT") SUBJECT TO CERTAIN CONDITIONS WHICH SHALL BE INCLUDED IN A RECORDED COVENANT RUNNING WITH THE LAND, AND PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Special Counsel to the Town Miriam Maer spoke about the process and asked the Town Commission if anyone had ex-parte communications with the applicant or any objector.

Commissioner Kligman stated that she met with the applicant and attended the Surf Club public meetings were she did not participate, she just listened.

Commissioner Graubart stated that he was offered a meeting with the applicant and he declined. He attended one of the Surf Club public meetings hoping to see a model and since the model was not available he left. He reported that he spoke with residents in favor and against the project and he also received e-mails which he forwarded to the Town Clerk to be included as part of the record.

Vice Mayor Karukin stated that he met with the applicant on August 12, 2012 and he received emails that were circulated to all of the members of the Town Commission.

Mayor Dietch stated that he also met with the applicant and many residents in favor and against the project. He also received emails that were forwarded to the Town Clerk as part of the record.

Town Clerk, Sandra Novoa read the title of the resolution and swore in everyone wishing to speak in favor or against the item.

Town Planner Sarah Sinatra presented the project to the Town Commission with the staff recommendation.

Michael Mconaghan and Nadim Achi representing Fort Capital presented the redevelopment of the Surf Club project to the Town Commission.
Kobi Karp, Project Architect presented the project to the Town Commission as well.

Eli Tourgeman was sworn in by the Town Clerk. Mr. Tourgeman spoke in favor of the project.
Barbara McLaughlin spoke in favor of the project and asked the developers and the Town Commission to try to maintain the beach entrance as accessible as possible throughout the project.
Mary Gilibert spoke in favor of the project.
Violet Storer stated that this project will affect her view but she is willing to sacrifice that for this project.
Meigor McDowgal stated that in her opinion this project will be fabulous and she really loves the new lifeguard stand.

Jose Gilibert spoke in favor of the project and seconded previous comments.
Jim Lucchese president of the Surf Club stated that the Surf Club has been there for more than 80 years and they have spent a significant amount of money during the past two years due to the deterioration of the building. He stated that six companies presented projects to the board of trustees. He explained that this company was chosen because it provided the best terms and conditions that the Surf Club wanted but also because they had the Surf Club community in mind.
Gloria Acuna from Miami Dade County Community Council District 10 spoke in support of the Surf Club.
Anthony "Tony" Campos from Miami Dade County Community Council District 10 spoke in support of the project as a resident of Surfside.
W. Tucker Gibbs representing the Surf House Condominium Association stated that his clients met with the principal and their attorney as well as with representatives of the Surf Club. The Surf House reviewed the application and retained a professional Planner to evaluate the application's compliance with the Town Charter and provisions regarding intensity and density of development. After the review and discussion of the development, their concerns and issues were addressed and they are expressing their support for this project. Mr. Tucker also stated that the project could have been built under the Town's prior zoning code.
Robert Zarco member and General Counsel of the Surf Club spoke in favor of the project.
Aslan Palachi spoke in favor of the project.

Mayor Dietch asked the Town Clerk to acknowledge all of the letters and emails received in her office. Town Clerk Sandra Novoa stated that she received a total of eleven (11) letters and/ or emails, eight (8) of those in favor and three (3) in opposition to the project and these have been included as part of the record.

Mayor Dietch asked if anyone else wanted to speak either for or against the project. No one else wishing to speak on the item, Mayor Dietch closed the Public Hearing.

Commissioner Kligman stated that the historic preservation of the project was most exciting because historically the Surf Club was not open to a diverse group of citizens and it is very symbolic that the wall will be coming down. She expressed concerns on the traffic flow that will be created from this project and the gourmet mart as presented. Town Planner Sarah Sinatra explained that the gourmet mart is a permitted use under Hotels and it is allowed under the Town code. She asked if the developers had a commitment with any specific gourmet mart in particular and the response was that an operator had not et been chosen. She stated her concerns regarding the impact that this gourmet mart will have on the Town's Downtown Commercial District and the potential of this opening to other commercial uses to come into the area near the Surf Club. She suggested that the applicant mitigate that impact and help overcome any adverse impact by participating in a Downtown Improvement Fund in the amount of $400,000. Town Manager Roger M. Carlton explained that the wording will be worked out if the developers agreed to it but the concept will be to create a fund that could only be used for Downtown infrastructure improvements and that the applicant would pay $200,000 on project contract award

and $200,000 on project completion and it will include landscaping along both sides of the street, additional bus shelters, medjool palm trees and a plan will be brought back to the Town Commission for approval. The developers were in agreement with the mitigation amount suggested by Commissioner Kligman subject to working out the details with the Town Manager.

Commissioner Kligman also had some concerns regarding pedestrian access for 90th Street. Kobi Karp, Architect for the project stated that they will landscape and require the loading to be inside their property and completely hidden from the public view. The developers also stated that part of the conditions agreed to include $400,000 to redo 90th Street from Collins Avenue to the beach.

Commissioner Kligman asked about the plans to install underground utilities along Surfside Boulevard. The developers stated that there has been some previous work done and that they agreed to contribute $500,000 toward beautifying and continue with the rehabilitation of that entire boulevard. Town Manager Roger M. Carlton explained that the Town Commission authorized FPL to do a complete study of the Town to project the cost of placing the rest of the Town underground. The Town has received the report from FPL and during the next six (6) months the Commission will have to make a decision.

Commissioner Kligman also asked if they had a plan to alleviate the construction noise and traffic. Mr. Karp explained that they have a large site and they have the opportunity to spread the employees' parking on one side while they build on the other side. He stated that construction hours will be per the Town code.
Paul Gioia, Building Official stated that the first activity will be demolition; the second will be work on the center building, then work on the cabanas. He explained that per the Town code the hours of construction starting on November 1st are from Monday through Saturday from 9:00 am – 5:00 pm, no work allowed on Sundays or holidays and after April 1st they could work till 8:30 pm.

Vice Mayor Karukin asked if the issue was discussed during the DIC meeting regarding the cutting into the main sewer lines so that applicant does not have to repave the road. Town Manager Roger M. Carlton explained that if they do per FDOT rules they will have to repave the entire section. He also added that the Town is ok with their water and sewer and storm drainage plans.

Vice Mayor Karukin asked a question about the various bonds. Town Manager Roger M. Carlton stated that the bonds were acceptable and they have been clarified and were added to the list of conditions.

Vice Mayor Karukin asked if there was a traffic study done for this project. Mr. Karp responded affirmatively. He asked if this traffic study will be provided to the consultants that are currently working on the Town wide traffic study. The answer was affirmative. Vice Mayor Karukin had a question for Donald Nelson, Finance Director and the Town Clerk Sandra Novoa swore him in. Vice Mayor asked how the money given to the Town by the developers will be accounted for. He

explained that the majority of the funds will be coming to the Town in the FY 13/14 year and will not affect the current FY 12/13 budget and the allocations will be in their appropriate funds and segregated for specific purposes. He stated that he would like to allocate the proffer for the Parks and Recreation Department to the second floor of the Community Center as a capital project. Town Manager Roger M. Carlton announced that the Parks and Recreation Committee met earlier that evening and were very excited to develop a plan on how to use the monies and what the priorities should be.

Vice Mayor Karukin thanked the developer for the new lifeguard stand. He also asked how would they prevent a gourmet mart to become a less than the highest quality and how would they keep it as what they envisioned to be. The applicant responded that there is a development order condition that indicates that it is supposed to be a gourmet market and has to belong to a special restaurant/gourmet market association. Miriam Maer, Special Counsel to the Town, referred the Town Commission to condition # 27.

Vice Mayor Karukin asked the Town Planner to explain more about the step back requirements from the Town code. She explained that because this is considered one building, the step back is only required on the north side of the building and not all individual buildings.

Commissioner Graubart spoke about his concerns of the deterioration of the historic building and what measures will be taken to ensure that there is no damage during construction. Mr. Kobi Karp explained that everything will be up to code and they will restore the original windows, doors and they would restore the cabanas as well.

Commissioner Graubart asked them to speak about the gourmet market. He stated that it is 7,000 sq. ft. and that approximately 2,500 were designated for the customers to shop. Mr. Karp stated that it is actually reversed; 2,500 sq. ft. will be the back of the house and the rest for the public and guests to use.

Commissioner Graubart asked if the cabanas would be available to the public to rent. The answer was affirmative.

Commissioner Graubart stated that he would like to see a presentation on how cars are going to go from the garage, coming around Harding Avenue, head southbound and turn east on 90th street. He also asked if they will be allowing wedding and special events and how many square feet are allocated for those meeting rooms. The applicant responded that there will be special events. Mr. Kobi Karp explained how the traffic flow will work in case of any special events and stated that he will provide a copy of the traffic study to the Town.

Commissioner Graubart also asked about the loading area and how would it work. Mr. Karp stated that all loading areas have been moved away from the street.
Commissioner Graubart asked for more information on a four (4) star hotel, how many guests will be in the hotel during high season. The applicant stated that they

have used the model of The Setai Hotel and they hope to have an equal or better product. He stated that there are about 285 units and the owners have the options to place their unit with the hotel to rent. They hope that fifty to sixty percent of the owners will be in the program and the rest will be permanent residents. Commissioner Graubart asked Town Planner Sarah Sinatra if the twenty-nine (29) cabanas were part of the calculations for the parking calculations. Sarah Sinatra stated that the cabanas were not included because they are an accessory function of the hotel so they would not have to have a separate parking count for that.

Mayor Dietch spoke about condition # 1 that relates to the signage and he asked the applicant to explain how would they utilize signage to direct people to the drop offs. The applicant explained that they will have a signage package program where each building will have signage in which they are trying to make them as discrete as possible while still providing direction to visitors.

Mayor Dietch asked the applicant to give a description of what public access means. The applicant explained that there is currently a wall that will be removed. He explained that anyone could walk along the beach and if you decide to go and sit on the terrace or come inside the restaurant or walk straight through the property, this will all be allowed. The spa, restaurant, gourmet market and a lounge will be open to the public.

Mayor Dietch asked questions as to how a tractor trailer will do deliveries. The applicant explained that all unloading would be inside the building.
Mayor Dietch asked about the median on 91st Street between Collins and Harding Avenues that was presented in one of the renderings. Town Manager Roger M. Carlton explained that the street is one of the wider streets in Town and the median will improve the appearance greatly.
Mayor Dietch asked how long construction would last. The applicant stated that from the historic work to completion will be eighteen (18) to twenty four (24) months.

Mayor Dietch commended the staff for putting together the conditions for approval but he thinks that some of them do not give the Town the leverage that is needed. For example the lifeguard stand says that the applicant has a say on the location but it is not specific as to the aesthetics. He wants to make sure that the Applicant will do everything to the Town's satisfaction. Town Manager Roger M. Carlton explained that the discussion regarding the lifeguard stand was that it should be complimentary to the design of the Surf Club and it should be spectacular but the Town will have a say on the aesthetics because it has to go through the permit process.

Mayor Dietch asked the Town Planner to confirm that this project does not violate the height density and intensity requirements of the Comprehensive Plan and the zoning code. Town Planner Sarah Sinatra confirmed that the project has less density than allowed and meets the height requirements and explained how the height is measured.

Commissioner Kligman asked what other traffic issues would the Town expect to mitigate with the Applicant besides the traffic signal that the Town will wait on the warrant analysis and FDOT's reaction. Town Planner Sarah Sinatra stated that the Town is unable to do a full analysis until 91st Street is fully opened after the water/sewer/storm drainage project is completed. The Town included in the conditions that the applicant is obligated to pay for a traffic signal. If FDOT does not approve the 91st Street signal, the Town can always do some other traffic calming including a pedestrian signal.

Commissioner Graubart stated that in his experience in reviewing other plans the National Geodetic Vertical Data (NGVD) is usually one hundred and forty (140) ft., and in this project in the North Tower goes above slightly by about four (4) ft. Town Planner Sarah Sinatra explained that the NGVD is typically about eighteen (18) ft. and that will be considered zero. The State of Florida determines what is considered zero which is the base from where we start calculating. Every plan starts at about eighteen (18) ft. to twenty (20) ft. which is considered zero, then you start looking above that which is 120 ft. as habitable area and above that you can have up to twenty (20) ft. additional for your mechanical equipment. The entire project from the NGVD at eighteen (18) or twenty (20) should not exceed one hundred and forty (140) and does not per their review. Special Counsel to the Town Miriam Maer directed the Town Commission to look for relevant competent substantial evidence from the experts, traffic engineers and the application.

Commissioner Graubart asked everyone to go to page 25 of the booklet, condition # 16 where it talks about the resort tax payments received from the Surf Club for the twelve (12) month period prior to the date of Commission approval. He would like to get a calculation on the average for the last three (3) years instead of only twelve (12) months. Town Manager Roger M. Carlton explained that the resort tax payment has been minimal, the Surf Club rooms by no means are full and the numbers of parties and events have diminished over the years.

Commissioner Graubart stated that his major concern still remains not seeing a better traffic report, where cars will queue and drop off if there is a wedding or a big meeting. The Applicant presented Juan Espinosa, Traffic Engineer with David Plummer and Associates who spoke about the traffic study that was conducted.
Commissioner Graubart stated that if there are 425 cars garage across the street and the people who are on the northwest building will be served by parking on the sixteen (16) spots available on that side and by Town code fifty (50) of the total spaces are dedicated to the residences, he remains to be concerned about valet and pedestrians going back and forth across Collins Avenue. Traffic Engineer Juan Espinosa elaborated more on the traffic study conducted and how the traffic will be divided between the three different drop-off areas.

Mayor Dietch asked to go over specific provisions of the development order;
Page 24, Condition # 12 – He would like to make sure that the Surf Club marketing materials will state that the property is located in Surfside. The Applicant concurred.

Page 25, Condition # 17 – He would like to find out if the applicant would consider reallocating that money if the signal is not required to some other traffic related improvement not to exceed $400,000. The Applicant agreed.
Mayor Dietch spoke about the demolition and how the Applicant is targeting LEED certification and he knows that the Town will require a demolition plan 60 days prior to requesting a demolition permit. He requested that the Applicant achieve 80 percent recycling recovery of the construction demolition debris. The Applicant agreed.

Mayor Dietch also would like for the Applicant to achieve certification with the Florida Green Lodging Program run by the Florida Environmental Protection. The Applicant agreed.

Mayor Dietch also would like for the Applicant to develop a program to avoid construction workers and staff after opening parking in the single family neighborhood. The Applicant agreed to develop an education program for construction workers and staff and he also mentioned that there is a development condition that they could be contacted 24/7 with any construction issues and they will address them promptly.

Town Manager Roger M. Carlton expressed that if the Commission wishes they will include a more specific language in the conditions that states that there will be no parking allowed in the single family neighborhood. The Applicant stated that they intend to use their site for parking and they could review this on a monthly basis and if it becomes a problem they will develop a plan to take solve the issue.

Commissioner Graubart asked if the parking garage is a conditional use. Town Planner Sarah Sinatra responded affirmatively. Commissioner Graubart asked what the major conditions for a parking garage are. Town Planner Sarah Sinatra stated that when staff reviewed the proposal, they required that the Applicant make the garage look like a residential building and the only operational issue they reviewed had to do with the gate and the hours of operation and that the landscape has to be kept in first class condition. Commissioner Graubart asked if there will be a security guard booth built there for someone to operate 24 hours a day. Town Planner Sarah Sinatra responded in the negative and read from the condition that the parking garage gate will be open till at least 10:00 pm each night and then reopen the next day at 6:00 am. Mr. Karp representing the Applicant stated that the parking garage will have 24/7 cameras and security and the parking garage will have an arm gate during the day that will be accessed with a key access card and in the evenings there will be a roll down gate and the valet will have to activate both to get in.

Vice Mayor Karukin made a motion to approve the project subject to the conditions added. Special Counsel to the Town Miriam Maer read the conditions into the record:

- Contribution of $400,000 to the Downtown Improvement Fund, $200,000 to be paid on contract award and $200,000 on project completion.

- Condition with regards to demolition, that 80 percent of the material debris goes toward recycling.
- The Applicant receives certification for Florida Green Lodging.
- A program to prevent construction and then regular staff workers from parking in residential neighborhoods
- Submit monthly reports and if there are issues, they will meet with Town Manager to come up with a plan.
- Language that the Surf Club is located in the Town of Surfside (existing condition # 12)
- $400,000 allocated in its entirety if not used completely for signalization, then it will be used to provide traffic mitigation with regards to traffic circulation and pedestrian safety Town wide (existing condition #17)

The motion received a second from Commissioner Kligman. The motion passed unanimously 4-0.

3. Adjournment

There being no further business to come before the Commission, the meeting adjourned at 10:25 p.m.

Accepted this _____day of _____, 2012

_____
Daniel Dietch, Mayor

Attest:

_____
Sandra Novoa, CMC
Town Clerk

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2011/2012
As of AUGUST 31, 2012
92% OF YEAR EXPIRED (BENCHMARK)

Agenda Item # Page 1 of 2

Agenda Date: November 13, 2012

GOVERNMENTAL FUNDS	ACTUAL		ANNUAL BUDGETED	% BUDGET	
GENERAL FUND					
REVENUE	$9,901,176		$9,325,305	106%	
USE OF ASSIGNED FUND BALANCE			$188,000	92%	
EXPENDITURES	$8,670,070		$9,513,305	91%	
Net Change in Fund Balance	$1,231,105				
Fund Bal.-Beg. of FY(audited assigned+unassigned)	$4,256,315	A			
Fund Balance-August 31, 2012	$5,487,420				
RESORT TAX (TEDAC SHARE)					
REVENUE	$157,408		$134,988	117%	B
EXPENDITURES	$185,652	B-1	$134,988	138%	
Net Change in Fund Balance	($28,244)				
Fund Balance-Beg. of Fiscal Year (audited)	$184,867				
Fund Balance-August 31, 2012	$156,623				
POLICE FORFEITURE/CONFISCATION					
REVENUE	$47,833		$34,166	140%	C
USE OF RESTRICTED FUND BALANCE			$45,044	92%	
EXPENDITURES	$31,904		$79,210	40%	
Net Change in Fund Balance	15,929				
Fund Balance-Beg. of Fiscal Year (audited)	$117,889				
Fund Balance-August 31, 2012	$133,818				
TRANSPORTATION SURTAX					
REVENUE	$163,007		$170,535	96%	D
USE OF RESTRICTED FUND BALANCE			$128,579	92%	
EXPENDITURES	$259,289		$299,114	87%	
Net Change in Fund Balance	(96,282)				
Fund Balance-Beg. of Fiscal Year (audited)	$239,759				
Fund Balance-August 31, 2012	$143,478				
CAPITAL PROJECTS					
REVENUE	$444		$400	111%	
USE OF ASSIGNED FUND BALANCE			$274,600	92%	
EXPENDITURES	$230,457		$275,000	84%	
Net Change in Fund Balance	(230,013)				
Fund Balance-Beg. of Fiscal Year (audited assigned)	$399,754				
Fund Balance-August 31, 2012	$169,741				

NOTES:

A. Includes $2,000,000 available for hurricane/emergencies, $188,000 utilization of Maranon property sales proceeds, and $109,532 of Prepaid Health Insurance.The balance of $1,958,783 is unassigned fund balance.

B. Timing Difference - Includes the Resort Tax revenues for 10 months (October 2011 through July 2012). The August Resort Taxes are collected starting in September. Total Resort Tax Revenues of $443,011 ($157,408 to TEDAC, $285,603 to General Fund) collected year to date.

B-1. Resort tax expenses include 100% of the payment for the Tales of Surfside Turtles a portion of which will be reimbursed through sponsorships.

C Forfeiture revenue fluctuates widely.

D. Timing Difference - Includes the CITT revenues for 10 months (October 2011 through July 2012). The August CITT revenue is not received until late November 2012.

ENTERPRISE FUNDS	ACTUAL		ANNUAL BUDGETED	% BUDGET	
WATER & SEWER					
REVENUE	$2,979,371		$3,045,252	98%	
USE OF NET ASSETS/LOAN PROCEEDS			$10,342,572	92%	
EXPENDITURES	$2,321,320	E-1	$13,387,824	17%	E
Change in Net Assets	$658,051				
Unrestricted Net Assets-Oct 1 (audited)	$1,674,603	E-2			
Restricted Net Assets-Renewal & Replacement	$1,017,776	E-3			
Unrestricted Net Assets-AUGUST 31, 2012	$3,350,430				
Capital Project Expenses to date for Water & Sewer	$9,888,774				
MUNICIPAL PARKING					
REVENUE	$826,254		$693,944	119%	
USE OF NET ASSETS			$1,500,000	92%	
EXPENDITURES	$528,210		$2,193,944	24%	
Change in Net Assets	$298,044				
Unrestricted Net Assets-Oct 1 (audited)	$1,385,581				
Unrestricted Net Assets-AUGUST 31, 2012	$1,683,625				
Capital Project Expenses to date for Municipal Parking	$262,243				
SOLID WASTE					
REVENUE	$1,222,564		$1,277,684	96%	
EXPENDITURES	$1,066,669		$1,277,684	83%	
Change in Net Assets	$155,895				
Unrestricted Net Assets-Oct 1 (audited)	$207,462				
Unrestricted Net Assets-AUGUST 31, 2012	$363,357				
STORMWATER					
REVENUE	$548,121		$1,073,452	51%	F
USE OF NET ASSETS/LOAN PROCEEDS			$1,712,289	92%	
EXPENDITURES	$352,160	E-1	$2,785,741	13%	
Change in Net Assets	$195,961				
Unrestricted Net Assets-Oct 1 (audited)	$188,302				
Unrestricted Net Assets-AUGUST 31, 2012	$384,263				
Capital Project Expenses to date for Storm Water	$1,152,830				

NOTES:(con't)

E. Underage due to Infrastructure/Capital Outlay projects ($10.4 million for water/sewer, $2.2 million for stormwater, $1.6 million for parking)

E-1. This total is only for the operational expense, does not include the Infrastructure Capital Expense for water/sewer/stormwater project.

E-2. Includes rate stabilization of $651,144 and $1,023,459 is unrestricted.

E-3. Renewal and replacement has $1,017,776 available in addition to the $1,674,603 available in E-2.

F. Timing Difference - Underage primarily due to a budgeted and committed State Grant (FDEP #SO374) in the amount of $473,500 that will be received by the end of fiscal year FY 12/13 and total of interfund transfers from Water and Sewer fund of $112,202 of which $28,051 for the quarter ending September 30, 2012 is to be transfered.

Donald G. Nelson, Finance Director

Roger M. Carlton, Town Manager

Town of Surfside
Town Commission Meeting
November 13, 2012
Town Hall Commission Chambers - 9293 Harding Ave, 2nd Fl
Surfside, FL 33154

POINTS OF LIGHT
After Action Items

1. Downtown Vision Project: Commissioner Michelle Kligman

Current Status: After a summer hiatus, the Downtown Vision Advisory Committee (DVAC) met on October 29, 2012. Twenty (20) attendees consisting of residents, downtown property owners and business operators were in attendance. At this meeting six (6) new members were introduced. The main item of discussion was the Surf Club $400,000 Development Order Voluntary Proffer for Downtown Enhancements. All in attendance were excited and energized by what this commitment to the downtown will mean to revitalization and the positive impact it will have on the Town as a whole. Discussion centered on the process for utilizing the funds, pending Town Commission direction, and the creation and implementation of a downtown design master plan for the new infrastructure. The importance of a Business Improvement District (BID) being formed simultaneous to, and in conjunction with, a downtown master plan was discussed and viewed to be an integral part of the overall vision. Jose Nava Lujambio, Executive Administrator of the Wynwood Arts District Association outlined Wynwood's quest for a BID. While their situation is different than that of downtown Surfside, the importance of consensus and involvement of stakeholders in the present and future of such areas is universal.

A Five Year Tourism Strategic Plan is being addressed by the Town Commission as part of the November 13, 2012 meeting agenda. The Plan will incorporate downtown as one of the main assets to foster tourism. The selected firm is recognized as a leader in South Florida on the formation of BID's. The Committee concurred that incorporating both the development of a Tourism Plan and the establishment of a BID as a unified process is prudent, expeditious and financially responsible. Commissioner Kligman, as DVAC Commission Liaison, and the Town Manager met with the downtown property owners on November 7, 2012 to inform them of all that has occurred to date and to garner feedback on the BID formation. The owners, and the downtown business tenants have been advised of all initiatives through the course of DVAC's almost two year tenure. The downtown business owners collectively supported DVAC's Vision Initiatives (Attachment 1), that included the formation of a BID, as part of rescinding the temporary moratorium which only allowed retail and restaurant at ground level on Harding Avenue. Both groups have recently received BID specific information in the form of three letters and two emails.

The Committee also received updates on the following initiatives:

- **Town-wide Wayfarer implementation**: signs on the beach walk have been installed and work is set to begin on the Town entrance and parking signs.
- **Sign Code Ordinance**: The Town Commission approved FY 12/13 Budget funding ($15,000 for development of a new simplified sign ordinance.
- **Parking Structure Study**: a draft report will come before the Parking Structure Advisory Committee (which includes DVAC members) within the next thirty (30) days. The goal is to have the study before the Town Commission in January, 2013.
- **Tourist Board Initiatives**: the Board has committed a third of its FY 12/13 promotional budget to advertorials in the Greater Miami CVB publications and Welcome Magazine (with circulations in the hundreds of thousands) to create a sense of place and foster recognition of Surfside's downtown. Popular events such as a revamped Third Thursday music series (January – April) and Surfside Spice restaurant promotion (July – September) are also being developed for 2013.

The Actionable Item for November's meeting is the formation of a BID and a Downtown Master Plan subcommittees to start working once the Town Commission provides direction on these initiatives during the November 13, 2012 meeting. The BID process has been supported previously by the Town Commission for study purposes when the temporary moratorium was lifted. Both of these subcommittees should have open memberships and Town Commission appointments are welcome.

2. Water, Sewer and Storm Drainage and Collins Avenue Force Main Projects

Current Status: The project began on August 15, 2011 and is approaching 75 percent completion. All permission slips to install the water tie-ins have been received with the exception of a few homes that are not occupied. 1100 water services have been replaced, 21,000 linear feet of water pipes have been installed, 18,500 feet of sewer laterals have been repaired or lined, 1300 sewer connections have been replaced or repaired, 39,500 linear feet of water main have been installed, 26,000 linear feet of sewer main have been lined and 3000 linear feet of sewer main point repairs have been completed. 6500 linear feet of storm drainage has been installed along with 45 drainage structures, three storm drainage pump stations are currently under construction and 130,000 square yards of asphalt has been placed (first lift) on the various roads throughout Phase 1, Phase 2 and Phase 3. We have also had to repair 73 small and 15 major pipe breaks since the project started to keep the old system operational. The new Collins Avenue shared sewer force main became operational in April 2012. Staff is in the process of reviewing the feasibility of repairing the existing force main which is a decision that must be made in conjunction with Bal Harbour and Miami Beach. A proposed Interlocal Agreement with Bal Harbour will be presented to the Town Commission when the investigation is complete and the long term strategy determined.

3. Tourist/Resort Tax Audit/Certificate of Use/Local Business Tax Receipt/Short Term Rentals

Current Status:

Resort Tax Audit II: Having completed the first round of Resort Tax audits in the last fiscal year, with twelve (12) businesses audited and all processed to compliance, Staff has assigned the remaining ten (10) businesses to two of the Commission approved Resort Tax Audit firms. Three additional businesses previously audited will be audited again for FY 11/12 due to recent non-submission of Resort Tax. These audits have commenced with an anticipated completion by early 2013.

Certificate of Use (CU) /Local Business Tax Receipt (LBTR): The multi-program application was mailed to all businesses the week of August 27, 2012. Town Staff has begun the process of following up with every business to ensure compliance. To date 40 percent of the businesses have complied by the October 1, 2012 renewal date. Staff will continue to work with the downtown businesses to reach full compliance.

Short Term Rentals: The recently approved Code Compliance Officer position has been advertised and résumés are being received and reviewed. It is expected that interviews will begin by mid-November, 2012 and the position will be filled before the end of December, 2012. This additional Staff resource, in conjunction with the yet to be scheduled Code Compliance Priority Workshop, will allow greater focus on this concern.

4. Residential Home Businesses

Current Status: The Town Commission imposed a temporary moratorium on the CU/LBTR process for residential home businesses until Staff and the Town Attorney could bring back recommendations. Due to the press of other matters, this process has not begun.

5. Bus Shelters: Commissioner Marta Olchyk

Current Status: The bus shelter installation, the first of three, was scheduled to begin the week November 5, 2012 at 95th Street and Collins Avenue. The final two installations will follow upon completion of the first shelter. We will know if Miami Dade County has excess shelters available for purchase in early 2013.

6. Clean Up/Update/Enhance Town Website Content: Vice Mayor Michael Karukin

Current Status: The new website went live on October 1, 2012 and the position of Web and Special Projects Coordinator was filled on October 15, 2012. At the request of the Information Technology and Telecommunications Committee at their October 16, 2012 meeting, a more robust Google search feature was added to the website. Staff will continue to work with the Committee on website improvements and continue to move forward on other requested features such as Online Bill Payment. In the future, this item will appear in the Committee meeting minutes section of the agenda. Item completed. (The website will never really be completed as the website will be continually updated and improved).

7. Beach Concessions

Current Status: The lease agreement with the State of Florida and Miami Dade County was presented to the County Recreation and Cultural Affairs Committee on September 10, 2012 and moved forward to the Board of County Commissioners on October 2, 2012. Now that the lease has been approved, the County will offer the Town of Surfside a proposed management agreement for the Town's review. The Town and County will have ten months to review and prepare a management agreement for final approval. This process may be slowed by the County's need to move forward on beach restoration along our entire coastline due to Hurricane Sandy. In fact, Surfside lost 25-35 feet of beach and is one of the least damaged segments of beach countywide.

8. 95th Street End Project

Current Status: Due to the need to complete the street end project contemporaneously with the 9501 building construction which began in mid-May 2012, the Administration has moved forward with the project for one block only, using Bermello Ajamil (from the approved rotation). The Town Commission confirmed this on July 17, 2012 and selected the design "look" on August 15, 2012. The thematic design will be usable for all three blocks should the Town Commission determine to expand the project in the future. Staff is now working with Bermello Ajamil to complete the design, value engineer to achieve the lowest possible cost/value and prepare the bid package which will be advertised in December, 2012 and brought to the Commission for award during January, 2013.

9. Property Assessed Clean Energy (PACE) - program to retrofit existing residential and commercial buildings for energy efficiency: Mayor Daniel Dietch

Current Status: This program allows existing buildings to be retrofitted for energy efficiency with the cost funded from a loan pool authorized by the State of Florida and funded by Barclay's Capital. The low interest loans are repaid from a long term assessment on the property. There are no guarantees provided by the Town of Surfside. A presentation was made by Chad Friedman and Steve Alexander regarding the program during the October 9, 2012 Town Commission meeting. In a recent conversation with Steve Alexander, Staff was informed that the proponents of the program will not be prepared to present the details of the program until early 2013.

10. FPL/AT&T/Cable Undergrounding Project: Commissioner Michelle Kligman

Current Status: The Town Commission allocated funds in the water/sewer/storm drainage project to provide mid-block crossover conduit so that a future undergrounding project would not have to break the pavement. FPL has completed the study of the cost of undergrounding Town-wide and Staff is working with the telephone and cable utilities to determine the total cost and funding alternatives. A preliminary Staff report appears on this agenda.

11. FEMA Flood Insurance Status

Current Status: The FEMA Community Assistance Visit, which is the necessary step to lower rates, was held on March 21 and 22, 2012. Town Attorney Lynn Dannheisser has retained Ernest Abbott of FEMA Law who was the former General Counsel of FEMA in Washington D.C. The response to FEMA questions was timely submitted on August 31, 2012 and a copy has been provided to the Town Commission. An additional required amendment to the Flood Plain Ordinance appears for first reading on this agenda and the Town Attorney report contains additional detail.

12. Options to Mitigate Inadequate Number of Parking Spaces at Multi-family Establishments Along the Collins Avenue Corridor: Mayor Daniel Dietch

Current Status: The Spiaggia Condominium review has been completed and the building has been determined to be 16 usable spaces short from its required number of spaces. This is due to the design of the parking facility which makes certain spaces unusable. Staff in conjunction with the Town Attorney's office has developed a draft agreement with the Spiaggia condominium board to resolve the situation. The goal is to present the agreement to the Town Commission in January, 2013.

13. Dog Park: Mayor Daniel Dietch

Current Status: A Town Hall Community Meeting on the proposed park occurred on November 8, 2012 at 6:00pm. All area neighbors surrounding the park were notified by mail similar to the planning and zoning process – homes within 300 feet of the site were notified. Staff outlined the process for building and operating the facility, including rules and regulations. Resident Ann Finley has until November 15, 2012 to incorporate a non-profit organization to assist with managing the park similar to the Surfside Urban Gardeners and the Community Garden. An agreement with this new non-profit and the Town should come before the Town Commission during the December, 2012 meeting. As the proposed site is at an existing pump station, set to be reconstructed as part of the final phase of the water/sewer/storm drainage project, a mid-2013 opening is anticipated barring any unforeseen circumstances.

14. Turtle Sculptures - Art in Public Places

Current Status: To date five sponsors have committed to the project. As contracted, Prince Media Development is working on securing additional sponsorships for the remaining sculptures as their number one priority. All eighteen turtles are presently in the final stages of being painted and sealed in anticipation of an early new year unveiling and placement. The placement of the sculptures is dependent on the Harding Avenue Business District FDOT road and sidewalk repair completion which has been slightly delayed due to high tide flooding of gutters and planters on Harding Avenue. Once in place this initiative morphs into an eighteen month promotion with sponsorship opportunities lasting through June 2014.

15. FDOT Surfside Repaving

Current Status: There are three repaving projects which will be accomplished or have been nearly completed by FDOT. These include (1) Kane Concourse (96th Street) from the Surfside Town limits to Collins Avenue; (2) Collins Avenue from 75th Street in Miami Beach to 97th Street and Harding Avenue from 96th Street to 94th Street and (3) Collins Avenue in Bal Harbour from 97th Street to the Haulover bridge. The Collins Avenue/Harding Avenue project is nearly complete with the second lift of asphalt completed during September, 2012. The stamped asphalt crosswalks should be finished during November, 2012. Staff is checking the cost to add a stamped asphalt crosswalk to the 93rd Street/Harding Avenue intersection to tie together the pedestrian path from the single family neighborhood to the Community Center.

16. Parking Structure Feasibility Study

Current Status: Rich and Associates is nearing completion of the first draft of the study. Surveys and parking counts were implemented during July 2012. A parking structure advisory committee has been established similar to the committee for the water/sewer/storm drainage project. The names we have so far include residents Jesse Flax, Ken Arnold and Joe Corderi as well as downtown property owner Shaun Grenald, business operator Sergio Castion and Allan Yarkin. The Town Commission is requested to provide names for the advisory committee during the November 13, 2012 Town Commission meeting as the first meeting will be scheduled soon thereafter.

The Parking Survey for residents and visitors to our downtown has been completed with a total of 335 hard copies and 140 electronic surveys have been submitted. It is anticipated that the study will be brought to the Town Commission in January, 2013.

17. Identity and Wayfinding Signage

Current Status: The low compliant bidder Don Bell Signs, LLC was authorized to begin manufacturing the signs per the June 12, 2012 Town Commission approval. Mock-ups were delivered August 2, 2012 and production is complete. The beach dune crossover signs have been installed and the way finding/parking signs are underway. The entrance signs and the TEDAC office sign will be installed in November, 2012 to complete the job.

18. Bal Harbour Shops Expansion Status Report

Current Status: Recent press and discussions with Stanley Whitman confirm that Bal Harbour Shops has completed negotiations with the Church by the Sea. The members of the Church approved the agreement on June 3, 2012.

In a meeting on June 27, 2012 with Gus Pego, FDOT District Engineer, we were disturbed to learn that FDOT's role in reviewing traffic issues related to such large scale projects has been virtually eliminated by the Legislature. This will make our negotiations with the Whitman's more difficult and greatly supports the decision to have a traffic study completed by CGA as a tool to support these negotiations. The study will be completed during November, 2012 and then will be brought to the Town Commission for review. One area of particular concern is that an expanded number of commercial vehicles will serve the project and how those trucks will impact the 96th Street and Byron Avenue intersection. Staff will monitor developments in the Bal Harbour Shops project and will keep the Town Commission updated with the Points of Light.

19. North Force Main/Building Better Communities Bond Program

Current Status: There is both progress and pushback on this effort to obtain funding for this critically important second sewage disposal alternative for Surfside, Bal Harbour and Bay Harbor Islands. Miami-Dade County WASD has retained the firm of Hazen and Sawyer to study the situation at the North Dade Regional Plant and the 163rd Street force main. This is recognition that something needs to be done that will resolve the issue which we keep top of their minds. The negatives are that specific projects which would facilitate acceptance of our sewage are not listed in the draft settlement agreement with EPA and FDEP (Attachment 2). A new resolution has also been prepared to be reviewed by the Board of County Commissioners that may put our Building Better Communities bond funding at risk (Attachment 3). Surfside was represented in a community meeting held by WASD September 27, 2012 and our concern was placed on the record. Roger Carlton, Donald Nelson and Mayor Daniel Dietch also attended a meeting held at WASD on October 25, 2012 in which the draft settlement agreement was further discussed. An analysis of the agreement appears on this agenda.

20. Best Western (Chateau) Project

Current Status: The Best Western property sale closed on March 27, 2012 in the amount of $50 million. The Design Review Group (first step of the review process) met on August 2, 2012. A second DRG meeting was held on September 11, 2012 to complete this stage of the review. The Development Impact Committee has met three times to review the project and attempt to negotiate the resolution which will go to the Planning and Zoning Board/Design Review Board when it is ready. Staff and the Applicant Chateau Group are not in concurrence on the voluntary proffers and the Applicant has proposed a significant design change which may delay the approval process. The Town Commission will be kept aware of developments in the review process as they occur.

21. Island Community Initiative Automatic License Plate Reader Project (ALPR)

Current Status: The Island Community Initiative ALPR Project is a new crime prevention program involving the Bal Harbour, Bay Harbor Islands, Golden Beach, Sunny Isles Beach, and Surfside Police Departments. The project will monitor all vehicular ingress and egress into the five island Towns with ALPR cameras. Phase 1 of the project will Geo-fence the entrance roads to the five communities. The cameras will be installed in north Golden Beach; Sunny Isles at 192nd Street and Collins Avenue and Sunny Isles Blvd.; the Bay Harbor Islands tollbooths; and at 88th Street and Collins Avenue, Harding Avenue, and Byron Avenue in Surfside. Phase 2 of the project will allow Towns to add interior ALPR and surveillance cameras to the interior of the Geo-fence such as parks, schools, etc.

Dispatchers and police officers in all of the communities will be alerted automatically at police stations and on laptops in real time to stolen cars, BOLOs, Amber Alerts, and hot lists. The project will also provide inter-agency sharing of investigative intelligence.

The project has become complicated with issues including verifying vendor capabilities, retention of records, FDOT and Miami-Dade County right of way use approvals. Golden Beach has moved ahead with a vendor on its own. Sunny Isles Beach is in the process of selecting a vendor. Surfside, Bay Harbor Islands, and Bal Harbour Village are waiting for the best opportunity to piggyback on a contract to make this project successful. Surfside's cost is $100,000 to become a participant in the project. Funds will be provided from the Law Enforcement Trust Fund and have been previously approved by the Town Commission in compliance with the procedures which govern the program.

22. Sidewalk Ordinance Implementation

Current Status: FDOT received the second set of surveys they requested. Once FDOT approves the survey it becomes part of the lease agreement between FDOT and the Town. It is anticipated that this agreement will be brought before the Town Commission during the January, 2013 meeting.

23. Imaging Town Documents

Current Status: This project is on track. A new records storage area has been completed in the landing area between the first and second floors. Town Clerk Sandra Novoa has moved Town records to that room while eliminating many records in accordance with State Law. This has allowed the previously renovated room on the first floor to be used for imaging and storing building plans. New procedures have been agreed upon by all individuals involved in the process. All 749 boxes in Iron Mountain storage have been removed thereby ending the need to pay storage costs. The last pallet of boxes left from Iron Mountain will be destroyed under the provisions of State law in November, 2012. The Building Department records should be completed by the end of December, 2012. On average, the contents of the boxes has been reduced by 85 percent. Many thanks to Sandra Novoa, Paul Gioia, Bill Evans and others who are moving this project forward.

24. Street Closing Northbound at 88th Street and Byron Avenue and Right Turn Prohibition at Abbott Avenue Westbound to Northbound

Current Status: After a public meeting and a number of individual discussions, solutions that meet the needs of the neighbors were developed. Miami Dade County originally approved the northbound Byron Avenue street closure and then rescinded its approval based on pressure from Miami Beach. During the August 15, 2012 Town Commission meeting, the Town Attorney was requested to provide a cost estimate for fighting this issue if that became necessary. The matter appeared on the September 19, 2012 agenda for direction to the Town Attorney and the Town Manager and the decision was reached to not move forward with the full closure of Byron

Avenue North. Police Chief David Allen will include two ALPR cameras to help secure this entry point. Item completed.

25. Surf Club Project

Current Status: After years of discussion, the Board of the Surf Club gave final approval on September 8, 2012 for the sale of the property to Fort Capital. Plans include historically faithful renovation of the original building, 275 condominium/hotel units on both sides of Collins Avenue, a luxury spa, a high end gourmet food store and a parking structure. The Design Review Group met on July 31, 2012. In a second meeting on August 23, 2012, the issues were resolved. The Development Impact Committee met on August 30, 2012, in an advertised, televised and noticed meeting to complete the Development Conditions. The project went to Planning and Zoning/DRB on September 28, 2012, and received unanimous approval with modified conditions. The Town Commission reviewed the project on October 15, 2012 and unanimous approval was granted with further conditions.

The Points of Light regarding this project will now morph to a monthly update on the various voluntary proffers which all have a significant impact on workload of Staff and consultants. Item completed. (With a new title in subsequent Points of Light in the future).

26. Tourism Strategic Plan

Current Status: The recommendation from the RFP Selection Committee of CJF Marketing International (CJFMI) as the most responsive and responsible bidder was presented to the TEDAC Board at its October 17, 2012 meeting. The Board unanimously endorsed CJFMI. The proposed contract including a BID component and accompanying Resolution, is before the Town Commission as part of the November 13, 2012 agenda. CJFMI is able to commence their work on November 14, 2012 with a six (6) month completion schedule. The resulting report will then be brought before the TEDAC Board and then the Town Commission for adoption. The importance of this project cannot be overestimated as the funding available to TEDAC and the Town, currently less than $500,000 annually, should increase to approximately $3,000,000 over the next three years due to new hotel product and growth resultant to the downtown business community.

27. Charter Review November Ballot Process

Current Status: The Town Commission determined to place three Charter Amendments on the November 6, 2012 election. During the August 15, 2012 Town Commission agenda the amount of $10,000 was allocated for the program and the various elements of the program were defined.

A meeting with Fausto Gomez, Duncan Tavares and Roger Carlton was held on September 11, 2012 to get the program underway. The October and November, 2012 Gazette included discussion of the three amendments. Two mailings were also sent Townwide during October, 2012 (Attachment 4 and 5). The results will be known before the November 13, 2012 Town Commission meeting and if we need to start a new Charter Review process, that item will be placed on the December, 2012 agenda for discussion. Item completed.

28. The Shul Project

Current Status: An application in sufficient form to start the Design Review Group process has been received and the first meeting was held on August 22, 2012. There has been no action since that meeting. Staff will keep the Town Commission aware as this project evolves.

29. Electric Car Charging Station: Mayor Daniel Dietch

Current Status: Mayor Daniel Dietch placed this item in the Points of Light during 2011 with the recommendation that the Town await a competitive selection process underway to select a vendor in Sunny Isles Beach. This never reached closure and the item was removed. We have now learned that Miami Beach and Hollywood have agreements which we could use. Staff is investigating and will report back to the Town Commission with recommendations during the December 11, 2012 meeting.

30. Second Floor of the Community Center

Current Status: The Surf Club developer agreed to provide $500,000 to this project. During the Planning and Zoning Hearing meeting on the project held September 25, 2012, the condition was modified to allow the contribution to be used for any Parks and Recreation capital project subject to a comprehensive Parks and Recreation infrastructure plan. The Best Western (Chateau) developer has been offered the same opportunity, however, the item is still in negotiation. With the potential of up to $1 million in voluntary proffers to the Parks and Recreational capital budget, discussion has begun with the Parks and Recreational Committee to develop an Infrastructure Plan which will be brought to the Town Commission in early 2013.

31. Health/Life/Dental/Disability Insurance

Current Status: The new employee benefit insurance program appears on this agenda for retroactive approval because the open season to enroll employees had to be completed before October 1, 2012. We did not have the vendor selection completed until late September, 2012. Item completed.

32. Pool Tot Lot (Water Playground) Community Center

Current Status: Funtraptions, the original contractor for the Community Center water playground is no longer in business and not available for any warranty work or repairs. At the completion of the project, a 10% retainer fee was held back by the Town until full satisfaction was met with the water play structure. The retainer ($22,600) will be utilized to cover the cost of repairs of warranty items that need to be addressed. Reliable Pools, a local qualified contractor experienced in working with Funtraptions equipment has been retained to work on the repairs when the weather turns cooler. The amount of retainage should be sufficient to achieve this goal. A representative from Reliable Pools was on site at the Community Center on September 18, 2012 and reviewed the issues with the activity pool. Reliable Pools is tied up at this time at T.Y. Park in Broward County repairing the same type of items as needed with our water playground. Once the work is completed at T.Y. Park, Surfside will be next in line. Repairs will be completed during the winter months.

33. Bullying Program: Commissioner Michelle Kligman

Current Status: The Parks and Recreation Department along with Commissioner Kligman is developing an informative community awareness program on bullying. The bullying program idea was introduced by Commissioner Kligman and presented at the August 6, 2012 Parks and Recreation Committee meeting.

The program will consist of an informative session to include an expert panel in the control of bullying and a showing of the movie *Bully*. This program will also have the support of the Miami Dade County Public Schools and Staff will work with nearby communities. The projected date for this program is January 16, 2013 at the Surfside Community Center.

34. Seawall Project

Current Status: The seawall design project was awarded to Calvin Giordano and Associates with the commitment that the grant application cost would not be paid until a grant in the amount of not less than $250,000 was made available. The design work is underway. As a result of Hurricane Sandy, the seawall at Carlyle and 88th Street is near collapse, endangering the Town's $250,000 investment in the new storm water pump station. It is necessary to do an emergency repair and a recommendation will be made to the Town Commission later in this agenda.

35. Traffic Study

Current Status: This project will review traffic flows, traffic calming devices and provide a model to simulate future traffic impacts. The study will be complete in November, 2012 and be brought to the Town Commission in December, 2012.

36. Federal Road Designation Removal in Single Family Neighborhood

Current Status: A meeting was held with the FDOT District Engineer on September 13, 2012 to discuss the need to down grade the single family streets to the lowest federal classification. The 10 year FDOT update is underway and we have provided necessary information to support the change (Attachment 6).

37. Legislative Priorities

Current Status: A meeting with the Town Manager and Fausto Gomez took place on October 16, 2012 to discuss legislative priorities. A report will be made during the December, 2012 Town Commission meeting with the proposed priorities.

38. New Parking Citation Handheld Devices

Current Status: Miami Dade County Parking Violations Bureau is providing at their cost all new handheld citation devices to Surfside Parking Enforcement officers. This is an advanced instrument replacing the outdated devices currently being used and will improve efficiency and help to achieve the additional revenue included in the FY 12/13 Budget. The devices, installation of software, and training for the officers is expected to be completed in November, 2012.

39. Credit Card Accepting Single Space Meters

Current Status: During the September 19, 2012 Town Commission meeting, a 90 day experiment to install credit card accepting single meters was approved with IPS Inc. The installation for this project is expected by November 22, 2012. The thirty single space locations have been identified. An information flyer has been created and was advertised in the November, 2012 edition of the Gazette. A decision will be made by the Town Commission after the ninety day trial period is completed based on convenience and increased revenue.

40. Solar Panels and TV Antennas (Dishes)
Current Status: Solar panels are becoming less expensive to install and more cost effective as technology advances. TV antennas (dishes) are proliferating where some buildings have as many as ten facing main streets causing visual clutter and excess wiring. Both devices are a part of urban life,

however, guidelines need to be developed. Therefore this matter has been sent to the Planning and Zoning Board/Design Review Board for discussion.

41. Regulation of Power Grass Blowers and Disposal of Yard Waste

Current Status: With the completion of our expanded and upgraded storm sewer system, the need to avoid landscapers blowing grass and leaves into the storm sewer has become apparent. In some cases we have already had to clean new storm sewers which became clogged with yard refuse. We have also found residential garbage and large piles of tree cuttings in the gutters which impedes the flow of water, blocks driving lanes and creates a visual mess throughout Town. Staff is developing an ordinance which will better regulate this process for Town Commission consideration in early 2013.

42. Starbucks

Current Status: Staff is in the final stages of discussions with Starbucks representatives to bring Starbucks to a space near CVS. This effort is critically important to demonstrate that a national tenant can do well in downtown Surfside. The sole remaining issue is parking and solutions are close to being achieved as Starbuck's major demand is in the early morning before the Abbott lot is heavily utilized.

These items have been completed and deleted from the October 2012 Points of Light report

20. Scholarship Program: Mayor Daniel Dietch

Current Status: The guidelines and application requirements for potential applicants was presented to the Town Commission during the September 19, 2012 meeting. They have subsequently been revised at the Mayor's request to include a process for Kindergarten and Middle School Recognition Certificates. A committee will be formed to manage the process for Fiscal Year 12/13 for award of the honors at the June 2013 Town Commission meeting. Item completed.

ATTACHMENT !

Town of Surfside
Commission Communication

Agenda Item #

Agenda Date: January 17, 2012.

Subject: Downtown Vision Process Continuum.

Since its inception by Town Commission approval during the January 18, 2011 Commission Meeting, the Downtown Vision Advisory Committee (DVAC) has arguably proven to be one of our most effective advisory organizations, through a process that has included actionable items at every meeting, that Surfside has seen. The DVAC, originally consisting of sixteen stakeholders, includes representatives from each appropriate Town board and committee, a mixture of single family and condominium residents (including both full time and "snow bird" representation), Surfside business owners and operators, as well as representatives from such local organizations as the Surfside Civic Association and the Surfside Business Association. From the initial meeting on February 15, 2011 this committee has treated all that attend the monthly meetings as part of the committee; evaluating all contributions to the discussion items and initiatives. Feedback from many residents, board and committee members and downtown business operators and owners formed the consensus that there is a need to reinvigorate the Surfside business district after years of conversation and little tangible action.

With the Miami Dade County Property Appraiser preliminary tax roll for 2011 release on June 1, 2011, acknowledging the continued decrease in property values in Surfside, and the workshop on the Five Year Financial Plan that demonstrated the need to diversify the Town's source of property tax from the current 80/20 split (residential/commercial) to a more balanced distribution, the Town Commission saw the necessity for a proactive approach to diversifying Surfside's tax base. The comprehensive vision for downtown, developed in a broad based community stakeholders' process, was presented to the Town Commission on June 14, 2011 as a path to revitalize the downtown business district with the ultimate focus on supporting existing businesses, attracting new businesses and creating an environment that will support the diversification of the tax base.

As the need to strengthen Surfside's downtown as the social, cultural and economic center of the Town was established, the DVAC was directed to return to the Town Commission with a comprehensive vision for the district. A broad series of recommendations (the "vision") was presented to the Town Commission on June 14, 2011 in an effort to establish a path forward. The status of the elements of the vision are included in this update. There is clear consensus from this committee that these initiatives for downtown, taken as a package, would provide a beneficial blueprint for a revitalized downtown. While some of these have been achieved, or are being implemented on a continuous basis, all the initiatives are interconnected. Operating on the basis that a thriving downtown can enhance the quality of life for Surfside's residents and improve the visitor experience, the committee continually and passionately addresses many issues such as:

Downtown Code Enforcement: From the very first meeting the DVAC has exhibited a unanimous displeasure in the public and private maintenance of Surfside's downtown. Based on consensus from the committee the Town Code Enforcement identified all external code violations in the downtown business district. Courtesy notices were sent to all applicable business owners/property owners. The Town Manager has assured the committee that all violations would be addressed through the Code Enforcement process until full compliance is achieved. This means that penalties will soon be applied to non-responsive property owners and eventually the matter could go to Special Master. Violations that do not require permits such as clean windows, clean trash behind buildings, remove illegal signs and clean alleys behind stores were expeditiously completed. Violations that require permits such as painting the building, repairing windows and façades as well as exposed electrical wires (etc) required more time to complete. However, it is visually evident that this has been an overwhelming success as the downtown district has not looked better in many years. With the purchase of the Town Commission approved power washer, the gum has been removed by Public Works staff from the sidewalks in the downtown district and the overall appearance of the sidewalks has improved dramatically. All of the palm trees in the district have been pruned. These completed projects, are interconnected to the parking lot improvements, new landscaping contract, vacant window coverings, news rack and awnings ordinances (see below). This is a testament to the Town's response to the DVAC members concerns and to the overall continued commitment to enhancing the aesthetic of Surfside's downtown.

Parking Lot Improvement/Landscaping: The parking lot on 95th Street and Collins Avenue, including the extension lot, has been repaved, striped and landscaped. This project is on-going with recent re-landscaping of the 94th Street and Municipal Parking lots. The addition of central parking pay stations has forged the way for a more welcoming experience to visitors and residents' using the Town's parking facilities. The holiday season forbearance on citation writing was also successful.

Vacant Windows Ordinance: In order to address the aesthetic look of the ground floor vacant property windows downtown, Town Staff were requested to amend the Town's ordinance that addresses vacant windows. Approved by Town Commission on June 14, 2011, the Town now requires downtown property owners to pay for the Town installation of a Town issued external decorative window covering when their ground floor properties are vacant. Through the use of Surfside photos, many donated by resident photographers, this initiative has positively impacted the visual aesthetic of downtown creating an 'art in public places' experience. The next installment is set for 9569 Harding Avenue where the property owner contacted Staff to notify of a vacancy and request a covering.

News Racks Ordinance: This initiative also addresses the downtown, and overall Town, aesthetic by requiring news rack dispensers to adhere to a specific desired look. The ordinance, passed by Town Commission on July 12, 2011, requires Staff to work with a dozen publications identified as having a presence in the Town through their present use of news rack dispensers. A six dispenser news rack was ordered and delivered with placement set for Harding Avenue at 95th Street by end of January 2012. Staff will continue to assist all publications in effecting compliance of the new ordinance.

Awnings Ordinance: Part of the on-going effort to create a more aesthetically pleasing downtown environment, clearly defined guidelines for awnings will be coming before the Town Commission for final approval on the January 17, 2012 agenda.

The Moratorium Ordinance: The Town Commission adopted a Moratorium Ordinance on second reading at the April 12, 2011 Commission Meeting. The moratorium restricted the downtown property owners to only renting their ground floor spaces to retail and/or restaurant businesses for six months. The intent of the moratorium was to allow the DVAC enough time to discuss the issue of restricting service industries from the ground floors of downtown buildings and to return to the Town Commission with a recommendation. While the moratorium has been rescinded, Town Staff were instructed by the Town Commission to return with recommendations from the DVAC within three months.

As a direct result from the enacting of the moratorium, the Town Manager was contacted by concerned downtown property owners regarding the restrictions and a meeting was held with owners on April 26, 2011. Sixteen property owners, a number from the same family trust, representing approximately seventy percent of the buildings downtown were in attendance. During this meeting a series of conceptual initiatives were discussed and approved by consensus from the attendees in exchange for terminating the Moratorium Ordinance prior to its sunset date.

These initiatives were subsequently presented to the DVAC at the April 27, 2011 meeting and were approved in principle by consensus from those in attendance. Some members at that meeting still expressed their concern for giving up the restrictions on street level service businesses as they strongly felt that this was the only method to achieve the type of dynamic and vibrant downtown that all favor. The DVAC requested

Town Staff to return at the next meeting, held on May 12, 2011, with a more specific written statement, including timelines, for ratification by the members so that this vision could be presented to the Town Commission for review at the June 14, 2011 meeting.

At the DVAC meeting on May 12, 2011 a memorandum listing the rescinding of the moratorium with corresponding initiatives to be taken as a package was presented. Designated representatives of the property owners, accompanied by some of their service oriented tenants and concerned residents, came to the meeting as a reflection of their commitment to the vision. Upon discussion of the initiatives, since approved in principle by the DVAC and the property owners, it became apparent to Town Staff that the division between the various stakeholders was deeper than expected. The DVAC voted six to three to adopt the vision, with the rescinding of the moratorium, but to revisit a plan for restricting ground floor uses to retail and/or restaurants with a distancing/grandfathering provision. As this is a non-negotiable action for the property owners to support all the elements of the DVAC vision, the owners left the meeting quite distressed. Upon further reflection and heated discussion amongst the DVAC it was decided that a second vote should be conducted regarding the vision. This second vote resulted in a seven to two vote in favor of rescinding the moratorium as soon as possible and to approve all of the initiatives presented as a package. The DVAC directed the Town Staff to return at the May 25, 2011 meeting with a more definitive plan of action, including specific timelines and commitment requirements from the various stakeholders, for ratification before presenting to the Town Commission for review at the June 14, 2011 meeting. The consensus from the DVAC members was that the Town needed something to bind the property owners to all of the initiatives that they have presently committed to in good faith only.

The Planning & Zoning Board met on May 26, 2011 and thoroughly discussed rescinding the Moratorium Ordinance and for the grand vision to be presented to the Town Commission on June 14, 2011. Understanding that every item needs significant research and discussion and must be vetted through the various Town Departments, Boards, Committees and Town Commission, the Planning & Zoning Board unanimously approved the rescinding of the Moratorium Ordinance and the acceptance of the package of vision initiatives previously approved by the downtown property owners and DVAC that are presented in this memorandum. The Town Commission subsequently voted to rescind the moratorium and to accept the vision initiatives as on-going discussion and vetting initiatives.

Upgrading Alleys: A study of the Town's parking lots and alleys was awarded on June 14, 2011. This study included the viability of upgrading the alleys, both privately and publicly owned, on both sides of Harding Avenue. The plan also addresses the possibility of creating a breezeway from the east side of the Abbott Avenue parking lot through to the west side of Harding Avenue. Financing could be achieved by a joint venture with the property owners of the private alley and the utilization of parking funds. In effort to move forward, the Development Impact Committee secured a financial commitment from the Grand Beach Hotel Surfside developers to underground the

utilities in the alley west of their Collins Avenue West building and the CVS expansion also includes requirements to address the utilities on the building facing the Abbott parking lot. The Town Commission was presented with conceptual renderings of what the alleys could become. The next step would be the completion of an overall vision and strategic plan for the alleys.

Wayfarer Signage Program: As part of the parking lot/alley improvement study, a wayfarer program was identified. The Town Commission was presented with renderings of potential Town entrance signs, parking identifiers and beach informational signs. The approved consultant is formulating the required specifications for such signs so that the project can proceed to a competitive bidding process. The entire project will be brought back to Town Commission for approval.

Branding: Through multiple DVAC meetings and a workshop devoted to branding conducted with presentations from branding experts, DVAC has decided that this issue needs to be tackled by professionals that specialize in this arena. Staff will prepare on RFP and return to Town Commission for discussion and direction.

Business Improvement District: The Town Manager will continue to meet with the downtown property owners and tenants over the spring to develop a possible Business Improvement District (BID) for the Downtown District. The basic premise of a BID is that the Town agrees to continue to provide a basic level of service and that incremental services such as extra police protection for expanded special events, maintenance for specialty landscaping, downtown marketing programs, cleaning after special events, and the retention of consultants to secure tenants are funded with a self imposed charge on the owners which is generally passed on to the tenants. The use of these funds is governed by the board of the BID. The process for establishing the District and ensuring that funds are collected and property spent is governed by State law and an agreement with the Town Commission. This initiative will soon be detailed to the Town Commission before embarking on a competitive bid process to secure an experienced firm to assist with the BID process and implementation.

Facade Upgrading Program: The Town Manager will begin an effort to create a consortium of banks operating in the Downtown District to develop financing for a facade upgrading program for the district's property owners and businesses. Proceeds from the Parking Fund could be utilized to reduce the interest on loans granted for facade improvements. Miami-Dade's "Mom & Pop" grants, set to be rolled out on January 17, 2012 (see below) may be able to assist some of the downtown businesses with such facade adornment improvements as appropriate awnings and signage.

Abbott Avenue Parking Garage Feasibility Study: A feasibility study would address a garage project on the Abbott Avenue parking lot, an upgrade to the alley on the east side of the parking lot to facilitate a more pedestrian friendly environment and access to the Harding Avenue east side businesses, as well as the possibility of rezoning the west side of Abbott Avenue from 95th to 96th Streets to allow very limited commercial use and/or live/work use in the existing homes. An appropriate landscaping buffer on the

west side of the Abbott Avenue homes would also be addressed. A proposed RFP to retain a consultant to complete the parking structure study appears on the January 17, 2012 Town Commission Agenda.

The Current Forty Foot Height Allowance and Amalgamation of Properties: Presently the buildings in the Downtown District can be forty feet in height. In an effort to encourage property owners to voluntarily seek longer frontage national retail and restaurant tenants for their ground floor properties, buildings could be redeveloped to the maximum four stories presently allowed and would not include restriction regarding residential use. Property owners could voluntarily amalgamate buildings to achieve this initiative. This initiative has not begun and will be discussed with the Planning and Zoning Board before a recommendation for the Town Commission is formulated.

Development of an East West Corridor on 95th Street from Abbott Avenue to the Beach: The Development Impact Committee worked on the preliminary design theme for this project which was presented to the Town Commission. This initiative saw a significant contribution from the developers of Grand Beach Hotel Surfside and financial commitment from the developers of 9501 Collins Avenue. An improved linkage on 95th Street, and eventually 94th Street, to Harding Avenue will help ensure that this project becomes an asset to downtown and increase business development as well as augment visitor satisfaction and enhance the downtown experience for our residents. A workshop is planned in the near future to enhance understanding of the concept.

Rebuilding of Harding Avenue Sidewalks: If the Town Commission determines the need for a garage on the Abbott Avenue parking lot, and the project moves forward to completion, then the Town Administration will address expanding the sidewalks on Harding Avenue between 94th and 96th Streets in the Downtown District by removing some of the existing parking spaces. This would be feasible as adequate parking would now be available in the new Abbott Avenue garage. A small number of spaces on Harding Avenue would remain for bus lay-bys and a valet parking service. The wider sidewalks would provide more space for outside café seating and enhanced landscaping and streetscaping. A Sidewalk Café Ordinance would govern all aspects of café seating and street use (see below). The financing of this project is yet to be determined but could be achieved through a joint venture with the Town and an assessment on the downtown properties.

Sidewalk Café Ordinance and FDOT Agreement: The Town Commission will review an agreement with the Florida Department of Transportation (FDOT) governing the use of Harding Avenue business district sidewalks and café seating in the near future. FDOT requires these agreements with all jurisdictions that have café seating on FDOT sidewalks. This agreement, based on the one FDOT presently has with Miami Beach, will lay the foundation for an overall Sidewalk Café Ordinance; set for first reading at the February 14, 2012 Commission Meeting. This ordinance will define all aspects of café seating and umbrellas, including signage and menu posting, while maintaining ADA compliance.

Miami-Dade "Mom & Pop" Grants: These yearly grants, due for release on January 17, 2012 are distributed through Commissioner Heyman's office and are available to approved businesses in Surfside. They do not require matching funds and may be able to assist our downtown property owners and business operators on aesthetic improvements, marketing plans and securing inventory. Once Staff receives information on this year's grants, and subsequent requirements, outreach will be conducted to assist in securing as many of the grants as possible for Surfside's downtown.

Through the actions of the DVAC and the property owners, and with Town Commission support, Surfside's downtown is experiencing an increase in the upgrading and maintenance of the buildings and the public spaces within the district. Vacant properties are being leased and interest in the remaining vacancies is increasing. The Town will continue with Code Enforcement to ensure that this mission achieves its goal of positively impacting the aesthetic environment, safety and image of downtown Surfside. The Town will also continue its efforts to increase maintenance of the area such as the steam cleaning of sidewalks and to work with DVAC and other relevant boards and committees on additional short-term aesthetic upgrades. The FDOT repaving project will also add new crosswalks at all intersections and at the mid-block pedestrian lights.

The clear intent of the property owners, DVAC and Town Administration is that the initiatives and vision evolve in a very short time frame as directed by the Town Commission and with minimal cost for consultants. The initiatives and vision provide a path to sensitively bring our downtown to a more contemporary place without losing its hometown feeling. This is also a necessary element of the Town Commission's stated goal of creating property tax equity and fairness through expansion of commercial uses without deteriorating our quality of life. It is the unanimous recommendation of DVAC to continue with the path forward with these initiatives and others that may develop along the way. As so much has positively shaped the downtown through all of these efforts, now is not the time to become complacent. A renewed focus and commitment is required by DVAC, the Town Administration and Town Commission. DVAC has pledged to continue with the process as it is energized by the results and momentum. Staff is committed to reinvigorate the number of stakeholder members to ensure a robust and diverse group to take the vision to the next level for Commission review and endorsement.

TEDACS Director

Town Manager

Attachment “2”

Will be delivered under separate cover

Attachment "3"
Linked to POL # 3

MEMORANDUM

Agenda Item No11(A)(24)

TO:	Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners	**DATE:**	November 8, 2012
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution directing County Mayor to identify additional sources of legally available funds in order to expeditiously fund repair and/or replacement of most deteriorated water and sewer infrastructure vulnerable to failure and to report findings to the Board

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Rebeca Sosa and Co-Sponsors Vice Chairwoman Audrey M. Edmonson and Commissioner Barbara J. Jordan.

R. A. Cuevas, Jr.
County Attorney

RAC/smm

MEMORANDUM
(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: November 8, 2012

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 11(A)24)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(24)
11-8-12

RESOLUTION NO. _____

RESOLUTION DIRECTING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO IDENTIFY ADDITIONAL SOURCES OF LEGALLY AVAILABLE FUNDS, INCLUDING BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM FUNDS AND CONVENTION DEVELOPMENT TAX FUNDS, IN ORDER TO EXPEDITIOUSLY FUND REPAIR AND/OR REPLACEMENT OF MOST DETERIORATED WATER AND SEWER INFRASTRUCTURE VULNERABLE TO FAILURE AND TO REPORT FINDINGS TO THE BOARD

WHEREAS, the majority of the County's water and sewer infrastructure was constructed in the 1970s such that much of the system has deteriorated and is vulnerable to failure, in large part due to its age, manufacturing flaws in certain water pipes manufactured by Interpace Company, and the corrosive nature of sanitary sewage; and

WHEREAS, the current cost estimate to repair the most deteriorated sections of the County's water and sewer system that are vulnerable to failure is approximately $1.1 billion, of which $364,168,000 is the approximate cost to repair the water system and $736,086,000 to repair the sewer system; and

WHEREAS, improvements to the most deteriorated sections of the water and sewer system vulnerable to failure include: (i) development of additional transmission pipelines, storage tanks and pump stations; (ii) improvements to the County's three regional water treatment plants, the John E. Preston Water Treatment Plant, the Alexander Orr, Jr. Water Treatment Plant and the Hialeah Water Treatment Plant; (iii) repair and/or replacement of those pipes and pump stations at greatest risk of failing; and (iv) necessary repairs and improvements to the County's three regional wastewater treatment plants, the North District Wastewater

Treatment Plant at Interama, the Central District Wastewater Treatment Plant at Virginia Key, and the South District Wastewater Treatment Plant at Black Point (collectively, the "Necessary Improvements"); and

WHEREAS, it is in the County's best interest to accelerate the repair and/or replacement of the Necessary Improvements as expeditiously as possible; and

WHEREAS, generally, Necessary Improvements of this type are funded through revenue bonds secured by revenues of the water and sewer system, monies on deposit in the water and sewer system's Renewal and Replacement Fund, and/or available federal and state grants; and

WHEREAS, in order to fund the Necessary Improvements using revenue bonds it is projected that current water and sewer rates and charges would need to increase by 9% in fiscal year 2013-14, and by 6% for each of the three subsequent fiscal years; and

WHEREAS, the County is still recovering from the financial crisis such that significant rate hikes in such a short time would be an economic hardship for many residents; and

WHEREAS, this Board wishes to direct the Mayor or the Mayor's designee to identify additional sources of legally available revenues, including Building Better Communities General Obligation Bond program funds and convention development tax funds, to fund a portion of the Necessary Improvements so as to allow for a more gradual hike of water and sewer rates and thereby mitigating the financial impact to the County's residents,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board hereby directs the County Mayor or the County Mayor's designee to identify additional sources of legally available funds, including but not limited to,

Building Better Communities General Obligation Bond program funds and convention development tax funds, to fund a portion of the Necessary Improvements. A report utilizing such additional sources of funds and other legally available funds in a plan of finance that results in a gradual projected rate increase over the next several fiscal years shall be prepared and presented by the Mayor or his designee to the Board within ninety (90) days from the effective date of this Resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Rebeca Sosa and the Co-Sponsors are Vice Chairwoman Audrey M. Edmonson and Commissioner Barbara J. Jordan. It was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

5

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of November, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. GBK

Geri Bonzon-Keenan

Attachment "4"
Linked to POL # 27

PLEASE VOTE ON NOV. 6!

Make your decision on the Surfside Charter Amendments

Below is a brief review of the Town of Surfside Charter Amendments that will appear on the general election balllot on Tuesday, November 6.

For the complete language, visit the Town website, see the October Gazette or contact the Office of the Town Clerk.

1. Adding a Preamble and Citizen's Bill of Rights to the Town Charter

The Preamble and Citizen's Bill of Rights states specific and enforceable rights for Surfside residents.

2. Mandatory Charter Review

If adopted, the Town would have to begin a Charter review within 12 months of the election date. Also, in the future, a Charter Review will have to be done at least every 10 years, with the next one occurring in December 2022.

3. Clarification of the intensity, density and height restrictions in development

This amendment **DOES NOT** change any current development restrictions. It only clarifies the language which defines limits of density, intensity and height.

Complete voting to the end of the ballot.

The Surfside Amendments will be at the end.

VOTE

PLEASE VOTE ON NOV. 6
and make your decision on the Surfside Charter Amendments

Polls will be open from 7 a.m. - 7 p.m. on Nov. 6 at Town Hall, 9293 Harding Avenue. Residents can also vote via absentee ballot and early voting.

For more information, contact the Office of the Town Clerk at (305) 861-4163 or email to snovoa@townofsurfsidefl.gov.

www.townofsurfsidefl.gov

The complete Nov. 6 ballot can be viewed at:

www.miamidade.gov/elections/s_ballots/11-6-12_sb.pdf

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MIAMI, FL
PERMIT NO. 457

AT A GLANCE
Surfside Charter Amendments

1. Adding a Preamble and Citizen's Bill of Rights to the Town Charter

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For more information, contact the Office of the Town Clerk at (305) 861-4163 or email to snovoa@townofsurfsidefl.gov.

The complete Nov. 6 ballot can be viewed at www.miamidade.gov/elections/s_ballots/11-6-12_sb.pdf

IMPORTANT INFORMATION ABOUT THE TOWN'S CHARTER AMENDMENTS ON THE NOV. 7 BALLOT

9293 Harding Avenue
Surfside, Florida 33154

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PERMIT NO. 457

TOWN OF SURFSIDE

Your Guide to Surfside's

CHARTER AMENDMENTS

ON THE NOVEMBER 6, 2012

BALLOT

Attachment "5"
Linked to POL # 27

In July of 2012, the Town Commission approved a resolution to add three Town of Surfside Charter amendments to the Nov. 6, 2012 general election ballot. **You have received this mailer so you can fully understand the amendments. Please review the information provided below.**

Description of the Amendments:

1. **Adding a Preamble and Citizen's Bill of Rights to the Town Charter**
   This amendment would add a Preamble and Citizen's Bill of Rights to the Town Charter. Similar to the U.S. Constitution, the Bill of Rights outlines enforceable rights, such as access to public records, to be heard, to notice, to a public hearing, to representation and no unreasonable postponements. The full wording of the Preamble and Bill of Rights is available at the Office of the Town Clerk.

2. **Mandatory Charter Review**
   This amendment states that within the first 12 months after the adoption of this provision, the Town Commission will begin a Charter Review. Then, commencing in December 2022, the Commission will appoint a Charter review board at least every 10 years. The Charter review board will consist of five persons, one appointed by each Commissioner and ratified by a majority of the Commission. The board will begin its review within 45 days of being appointed.

3. **Clarification of the intensity, density and height restrictions in development**
   This amendment provides revised language to clarify these limits to reflect that:
   a) Density means number of units per acre.
   b) Intensity means the floor area ratio as described in the Surfside Comprehensive Plan: total square footage of building divided by the total square footage of the lot where the building is located.
   c) Height is defined in both number of floors and feet.

ABOUT THE BALLOT

LOCAL ISSUES WILL BE LOCATED AFTER NATIONAL, STATE AND COUNTY ITEMS.

PLEASE CONTINUE TO THE END TO VOTE ON THE SURFSIDE AMENDMENTS

Form of Ballot:

The form of ballot of the charter amendments will appear as follows:

1. PREAMBLE AND CITIZENS' BILL OF RIGHTS

Shall the Town Charter be amended to add a Preamble and "Citizen's Bill of Rights" that creates certain individual rights and guarantees those rights to citizens of Surfside?

Yes [ ] No [ ]

2. MANDATORY CHARTER REVIEW

It is being proposed that within the first (12) twelve months after adoption of this provision, the Town shall commence charter review. Thereafter every tenth (10th) year commencing in December 2022, a charter review board shall be appointed by the Town Commission for purposes of charter review. Shall the above-described amendment be adopted?

Yes [ ] No [ ]

3. GENERAL POWERS; RESRICTION ON DEVELOPMENT

On March 16, 2004, the electorate adopted a limitation on height, density and intensity of development allowable as of that date. It is being proposed that the restriction be maintained, but the language be clarified and reinforced to reflect that density means number of units per acre, that maximum floor area ratios be properly referenced as floor area ratio and heights be defined in both stories and feet. Shall the above described amendment be adopted?

Yes [ ] No [ ]

For more information, contact Sandra Novoa, CMC, Town Clerk at snovoa@townofsurfsidefl.gov or (305) 861-4863
www.townofsurfsidefl.gov

Florida Department of Transportation

RICK SCOTT
GOVERNOR

1000 NW 111 Avenue
Miami, Florida 33172-5800

OFFICE OF THE
SECRETARY

October 9, 2012

RECEIVED
OCT 16 2012

Mr. Roger M. Carlton, Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

Subject: Town of Surfside Request for Federal Functional Reclassification

Dear Mr. Carlton:

As a follow-up to our meeting and your letter of September 25, 2012, the Florida Department of Transportation (Department) has initiated the decennial review of the Federal Highway Administration (FHWA) urban boundary and revaluation of the functional classification of Federal-Aid roadways. As part of this effort, we will include your request and input in our review. We anticipate having draft recommendations for all local municipalities, including the Town of Surfside, by February 2013.

We greatly appreciate the Town of Surfside's interest regarding the classification of local area roadways. The Department will coordinate as necessary to obtain additional information that may be required during this process. Thank you for your on-going partnership with the Department in this respective effort.

Should you have any questions, please contact Aileen Boucle, AICP, Intermodal Systems Planning Administrator at (305) 470-5201 or aileen.boucle@dot.state.fl.us.

Sincerely,

Gus Pego, PE
District Six Secretary

cc: Harold A. Desdunes, PE, FDOT
Aileen Boucle, AICP, FDOT

TOWN OF SURFSIDE
Office of the Town Attorney

MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
Town Attorney

Telephone: 305 993-1065

MEMORANDUM

TO: **Town Commission**

FROM: **Lynn M. Dannheisser, Town Attorney**

CC: **Roger M. Carlton, Town Manager**

DATE: **November 13, 2012**

SUBJECT: Town Attorney Monthly Update for November, 2012

This Town Attorney report includes a summary of the items handled by the Office of Town Attorney from last meeting until this date. The following Ordinances and Resolutions have been prepared (and/or reviewed and researched) or other advice rendered regarding the issues contained in them. In the case where agreements are attached, those contracts have also been drafted and/or reviewed and revised this month:

Ordinances:

1. Pension
2. FEMA
3. Lobbyist
4. Renumbering Short Term Rental Ordinance
5. Ordinance amending definition Condos-Hotels

Resolutions

1. Tourism RFP 2012-03
2. Employee Health Benefits Retroactive Contract Renewal for FY 12-13 –Expenditure of Forfeiture Funds
3. FOP Year 3 Wage Reopener

4. Red Camera Resolution
5. Lease of a Four Wheel Drive SUV for Police Department – David Allen, Chief of Police
6. Proposed Agreement with the Miami-Dade State Attorney's Office to Prosecute Criminal Municipal Ordinances – David Allen, Chief of Police Page
7. Shuttle Bus Agreement with Limousines of South Florida
8. Transportation Service Interlocal Agreement with Miami Dade County.

The Town Attorney has prepared for, attended and/or rendered advice for the following public meetings:

October 9, 2012 - Commission Meeting
October 10, 2012 - Public Forum – Surf Club Presentation
October 15, 2012 - Quasi-judicial meeting Surf Club
October 16, 2012 - Attend Mediation – Davis v. Surfside
October 25, 2012 - Attend Special Master Hearing
November 5, 2012- Attend Tourist Board Meeting

Planning & Zoning Board – October 25, 2012 – deferred due to Tropical Storm Sandy

Research issue of variance
Research and analysis of proffers and mitigation issues

Town Commission, Town Manager and Clerk Issues:

- Preparation for workshop for all Town committees and Boards on public records, sunshine issues, rules of procedure, and financial disclosures.
- Develop materials including a comprehensive power point for such a workshop which will be scheduled for January
- Research law and conferences with Miami-Dade Commission on Ethics executive director and staff attorneys re: Ethics opinion regarding conflicts with board/committee members
- Begin drafting ordinance for financial disclosure to Town Boards
- Research release of claims
- Research various municipal codes for revisions to Surfside code for home based businesses and interplay between certificates of use and Business Tax receipts; begin draft ordinance
- Follow-up to Miami Dade County resolution directing County Mayor to identify additional sources of legally available funds, including Building Better Communities General Obligation Bond Program Funds and Convention Development Tax Funds for replacement of water and sewer infrastructure vulnerable to failure and to report findings to the Board
- Begin review Settlement Agreement with Indian Creek Village re: Utility Upgrade Project
- Review Surf Club minutes of October 15, 2012 Quasi-Judicial Hearing
- Continued meetings with Surf Club developers regarding continued revisions to conditions and issuance of final resolution and issues related thereto
- Follow-up Miami-Dade County School Board Staff Working Group (SWG)

- Follow-up to DIC for Chateau Site Plan and letter of intent and revisions to conditions and proffers Strategize and teleconferences re: FEMA ordinance – with outside counsel and FEMA Administration
- Follow-up relating to public information campaign re: Charter amendment ballot questions
- Handle lobbyist issues, forms, and work with Clerk re corrections to ordinance
- Preparation of draft ordinance for Business Improvement District ; research Hollywood
- Research and revisions to hotel and short-term rental resort tax and other code issues
- Discuss corrections to code by Municode
- Interlocal agreement with Bal Harbour on force main
- Redraft agreement to address parking issues with Spiaggia Condo
- Follow up Bal Harbour shops expansion issues
- Research various municipal Community Benefits Agreements which specifies the benefits a developer will provide to the community in exchange for community support to ensure that development occurs consistent with the goals of the community and neighborhood residents to determine whether such an agreement would be enforceable in Florida.
- Begin review of Miami-Dade County Consent Decree Settlement
- PACE – continue to monitor program implementation for early 2013
- Follow-up issues re: Automatic License Plate Reader (ALPR)
- Review and strategize re FPL cost of undergrounding
- Follow-up research with various municipalities re: solar panels
- Preparation of draft ordinance regulating power grass blowers and disposal of yard waste
- Assist Town Clerk with public records requests

FEMA

Following the adoption of the last FEMA ordinance, we were advised that Section 42-92 (6) relating to elevation of structures located seaward of coastal construction control line had been deleted by the Building Official in Ordinance No. 11-1582 when the State of Florida indicated that Department of Environmental Protection (DEP), rather than FEMA, was handling this issue. FEMA now wants Section 42-92(6) returned to its original place in the ordinance. This FEMA Ordinance on the November 13, 2012 Agenda adds it back and if the Town Commission adopts, the Ordinance will be codified together with the latest FEMA ordinance so it will be a seamless amendment. A teleconference is scheduled for November 14, 2012 with Dr. Inmula, Susan Wilson, Ernest Abbott, outside counsel, the Town Manager, Town Attorney, and Building Official to discuss the CAV response with the goal of rejoining the CRS Program so our citizens can receive a discount on their flood insurance.

Building Department/Code Enforcement/Planning:

- Preparation for October 25, 2012 Special Master Hearing
- Review settlement agreements with Code violators
- Several conferences and revisions to FEMA Ordinance
- Discussions re enforcement of CUs and BTRs

Human Resources Department:

- Review, revise and re-write Town Administrative Policies Manual
- Work on pension related matters and revisions to pension ordinance
- Review Resolution for Health Benefits renewal
- Follow-up with outside counsel on unemployment appeal case

Finance Department:

- Revisions to Solid Waste Rate ordinance

Parks and Recreation:

- Review Suttlebus Agreement with Bay Harbor Islands
- Prepare resolution and revisions to amendment
- Review and execute several independent contract agreements for various programs

Police Department:

- Work with police department personnel on procedures for forfeiture and work with outside counsel on forfeiture case re: David Barrocas Furman
- Numerous strategy sessions with outside counsel re: potential avenues of settlement simultaneously with trial preparation for Davis v Surfside

Public Works:

- Water Sewer Main Issue
- Settlement Agreement with Indian Creek

Tourist Bureau:

- Prepare for presentation on Public Records Requests and Sunshine Law
- Attend Tourist Board meeting on November 5, 2012
- Prepare amendment to code resort tax re: condo/apartments
- Prepare and revise RFP for Marketing consultant and prepare agreement
- Vendor Application and W9 issues
- Review and execute Community Garden Lease
- Downtown Vision Project continuing issues including creation of a Business Improvement District; research various municipalities in preparation for revisions to draft ordinance.

Litigation:

This Office is proud and pleased to report that the Town is in the remarkably enviable position of having very few open litigation matters. The only new claim is the Town-initiated forfeiture claim last month.

In Re Forfeiture Of $18,155.00 U.S. Currency; 2012 Honda Civic, V.I.N. 2HGHB2F84CH503951, Case No. 12-41877 CA 23 Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

Case Summary: We are working with outside counsel on this forfeiture case re: David Barrocas Furman. A Notice of Seizure was sent on October 9th. This provides notice to the claimant that he has the right to request, within 15 days, an adversarial preliminary hearing ("APH"). The purpose of the APH is to determine who gets to keep the seized property pending the final outcome of the case. Thus far, we have not received an APH demand.

Status: A Verified Complaint in Forfeiture was filed on October 23, 2012. We are monitoring whether a response will be filed and will advise upon resolution of this matter.

John Davis v. Town of Surfside Case No. 07-17286 CA 08, Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

Case Summary: This case has been consolidated as to discovery with a previous case filed by a former sergeant in the Town's police department. The Court denied the Motion to Consolidate both cases for trial. Outside counsel and this office are preparing for trial. This case involves the dismissal of former Town of Surfside Police Sergeant, John Davis, for various improprieties including sexual harassment of former Town officer, Melanie Grove (Davis 2), sexual harassment of current Town Officer Marian Valino, misuse of equipment and falsification of employment application (Davis 1).

Sgt. Davis has sued the Town in two separate lawsuits for not dismissing him within 180 days of the Town's alleged knowledge of the above indiscretions. He has also alleged the dismissal was without merit. The Town did not dismiss him within the 180 days. However, the Town has asserted that the 180 day time period as set forth in the Police officers Bill of Rights was tolled because both criminal and multijurisdictional investigations were occurring against Davis when The Town was investigating him.

Status: Mediation was held on October 16, 2012. From that date to the writing of this Town Attorney report, on-going negotiations have occurred in an attempt to bring closure to this case prior to the bench trial which is scheduled for November 19, 2012 in front of the Honorable Gisela Cardonne Ely. The issue will be heard on of whether the Town violated the 180 day rule with regard to the charges related to Melanie Grove (Davis 2). The Town moved to consolidate the cases for trial, as they had been for discovery, but the judge denied the Town's Motion.

Florida League of City Cases:

We monitor, coordinate witnesses, and assist in strategy and with requests for discovery with League counsel on cases that are covered by the FMIT. The Town is in the enviable position of having on one such case:

Young Israel of Bal Harbour, Inc. vs. Town of Surfside Civil Action No. 1:10-CV-24392 in the United States District Court for the Southern District of Florida ("Federal Court Matter") and related matter: Pieter Bakker v. Town of Surfside and Young Israel of Bal Harbour, Inc. Case No. 17783 CA04, Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida ("State Court Matter").

Case summary: On December 10, 2010, Young Israel served a complaint alleging the Town Zoning Code imposes a substantial burden on Young Israel in violation of the Religious Land Use and Institutionalized Persons Act of 2000 ("RLUIPA"). A settlement was negotiated and approved at a Special Commission Meeting held on January 23, 2012. A site plan was filed and on April 10, 2012, the site plan was approved. The Court ordered the parties to file a Stipulation of Dismissal which was done.

On May 30, 2012, Pieter Bakker v. Town of Surfside and Young Israel of Bal Harbour, Inc. Case No. 17783 CA04, Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida ("State Court Matter") was served. In Bakker, the counts against the Town include contract zoning, charter violations, and a request for a writ of certiorari to quash Resolution 12-Z-2078 approving a site plan application to permit Young Israel to build a synagogue on 9580 Abbott Avenue. The League has agreed to provide coverage. On June 19, 2012, the Town filed a Motion for Enlargement of Time to respond to the amended complaint. The items attached to the Town's motion advised the state court of the nature of the existing federal litigation and the request by Young Israel which, if granted by the federal court, would relieve the Town of having to address a second lawsuit. In lieu of the dismissal in the federal case, Young Israel filed a Supplementary Complaint for Injunction and Damages and joined Pieter Bakker as a third party defendant. Young Israel asked the federal court to issue an injunction against the state court proceeding initiated by Pieter Bakker and to permit the implementation of the settlement agreement of the federal lawsuit. Bakker has filed an answer and affirmative defenses and a counterclaim against Young Israel and Surfside in the federal litigation.

Status:

On September 27, 2012, in the Federal Court Matter, Judge Martinez entered the Final Order of Dismissal With Prejudice And Order Denying All Pending Motions As Moot, denying Mr. Bakker the right to intervene in this case and ordering the original parties to continue with their settlement. Per the Settlement Stipulation, Florida Municipal Insurance Trust issued a check to Young Israel in the amount of $40,000.00. The Federal Court retained jurisdiction in this case solely for purposes of enforcing the stipulated settlement if necessary.

In the State Court Matter, the Town filed a motion for an extension of time to respond to Bakker's claims and discovery requests. Although the Federal Matter is closed, for the time

being, the League is providing counsel who will continue to defend the Town in the State Court Matter. Young Israel, however, will take the lead in this matter as they will be defending their site plan approval.

While Mr. Bakker's attorney has submitted voluminous public records requests in the State Court Matter, stayed until now, we have not received any formal indication of how the Plaintiff intends to proceed in this State Court Matter. We continue to work closely with League counsel on all of this and will continue to keep you informed.

TOWN OF SURFSIDE
PROJECTS PROGRESS REPORT
CALVIN, GIORDANO & ASSOCIATES. INC.
November, 2012

1. **Planning and Community Development –** The Surf Club has received site plan approval and can now proceed with the building permit phase of the project. The Chateau Residences (formerly Best Western), has had two Development Review Group (DRG) meetings and all comments provided by staff at the DRG meeting have been addressed. They have also met with the Development Impact Committee (DIC) on three occasions. The application will now be heard at the November 29, 2012 Planning and Zoning Board meeting. In August, The Shul submitted a site plan application for an expansion. Staff met with the applicant to discuss the review comments and is awaiting resubmittal of the plans addressing all of the staff comments.

   Planning staff is working closely with the Administration on the parking structure feasibility study and the potential expansion of the Bal Harbour Shops. Planning staff continues to answer approximately 80-90 general zoning calls and responds to over 150 e-mails monthly. Planning staff also reviews approximately 8 building permits monthly for conformance with the zoning code.

2. **Information Technology & TV Broadcasts –** IT received quotes for a new laptop and portable printer for the Code Compliance Department and placed the equipment order on August 29, 2012. Per code compliance director, IT is awaiting the vehicle mount in order to deploy the laptop and printer. The website was transferred to the new provider on October 1, 2012. IT is working with SunGard and Municode on the possibility of paying utility bills online. The RecTrac software used by the Parks and Recreation department is being upgraded to the latest version. The IT staff continues to receive approximately 300 support requests via phone and email each month.

3. **Public Utilities / Engineering** – The Water/Sewer/Storm Drainage Project commenced on August 15, 2011 in the southern sector of the Town (Phase I). The project involves water main/water service replacements, lining or replacement of the gravity sewer mains and sewer lateral replacements, rehabilitation of the sewer pump stations, and improvements to the stormwater collection system including three (3) new storm drainage pump stations. Phase II

which is the middle area of Town and includes the most complex storm drainage work is substantially complete, with work on the private water services remaining and soon to be completed. Phase III construction commenced in August, 2012, and focused initially on the successful completion of all major construction activities on the Byron Avenue corridor north of 95th Street, prior to the start of the school year. Phase III is anticipated to be substantially complete early in January, 2013. The public information project website continues to be updated frequently and receives 15 to 30 views monthly. Even with recent delays caused by Hurricane Sandy, the Town's goal of installing first lift of asphalt Town-wide prior to the December holidays is still in place.

Both Surfside and the Village of Bal Harbour are currently utilizing the newly installed Collins Avenue force main with no issues. Surfside staff and consultants are now in the process of meeting with Bal Harbour staff and consultants to decide the most cost effective method for the evaluation and / or repair or abandonment of the existing Byron Avenue force main. A report regarding the condition of the existing Byron Avenue force main with recommendations is expected to be provided to the Town Commission this fall.

Partial refinancing of the project has been completed to reduce the interest costs and provide funding for additional utility main replacements, and other costs within the original scope. A comprehensive status report for the project was provided in the August 14, 2012 Commission Agenda package.

Funding Summary –

Funding Status:	**Amount**	**Status**	**Probability**
FDEP Grant	$873,500	In place	100%
FDEP Grant	$125,000	In place	100%
FDEP Grant	$100,000	In place	100%
FDEP State Revolving Fund Loan*	$9,312,881	In place	100%
BBC Bond	$859,000	In place	100%

*This loan has the potential of $2-$3 Million being forgiven by the State in approximately 3 years.
*The Town has received payment of partial reimbursement #1 for $4.15M; partial reimbursement #2 will be submitted this month.

4. **Neighborhood Improvements** – CGA Staff completed the traffic computer modeling of the Town's roadway system as an element of the Town-wide traffic calming study. The traffic initial traffic counts to complete the traffic study occurred in September. A number of the counts were scheduled for late October due to construction activities. These counts will be incorporated into the Draft Traffic Study Report that will be submitted to the Town on November 9, 2012. Once the report is completed, the Town will hold public meetings to discuss and receive resident input. The Town Manager will also utilize this study during his discussions with the Village of Bal Harbour regarding the potential mall expansion, and discussions with Miami-Dade County regarding additional traffic calming devices and street beautification projects.

The Geotechnical Subcontractor has mobilized to the site and performed boring soil samples to accurately identify the soil composition immediately adjacent to the Town-owned seawalls. With this information, CGA will bring the drawings to 60% complete. The permitting process will begin at the 60% design drawing stage. Permitting will occur concurrently with the Florida Inland Navigation District (FIND) funding application.

5. **Emergency Management** - On October 12, 2012 Helene Wetherington and Chris Giordano of CGA met with Chief David Allen, Operations Lieutenant Rory Alberto, and Lieutenant Richard Williams to discuss the scope of work and timeline for updating the Town's Emergency Operations Plan based on the identified recommendations. The Town will also implement employee training and performance standards to verify that National Incident Management System (NIMS) training requirements are met and that new organizational assignments are documented and understood.

6. **Downtown Sidewalk Survey** - CGA staff has completed all field work required to obtain laser scan survey information of the business district. The completed Sketch and Description was reviewed by FDOT and returned with comments. CGA has addressed all outstanding comments and retuned the revised sketch and description to the Town. This survey and description is an FDOT requirement for the sidewalk café lease.

TOWN OF SURFSIDE

MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009

PARKS AND RECREATION ADVISORY COMMITTEE MEETING

7:00 pm
Thursday September 20, 2012
Community Center
9301 Collins Avenue

MINUTES

1. Roll Call of Committee Members

The meeting was called to order at 7:03pm.
In attendance was; chairperson, Doris Obregon (arrived at 7:09pm); member, Arnie Notkin; vice-chair, Retta Logan; member, Eliana Salzhauer; Commissioner Olchyk.

2. Approval of minutes from 8/6/12

Arnie Notkin made a motion to approve the minutes, Retta Logan seconded the motion. All members present voted in favor.

3. October 15th Meeting Conflict Need new date

**The Committee discussed this item after agenda item 4.*
As a result of a special Commission meeting there is a conflict. Commissioner Olchyk stated she does not want to hold up the meeting and will be updated from Tim Milian. The Committee agreed to hold the meeting on October 15th at 6pm.
Tim Milian said that the newly elected Commissioner Graubart would need to make an appointment to the Committee so if any members know of anyone please let them know there is an opening for an appointment.

4. Park Playground Equipment upgrades for 96th Street Park

Tim Milian explained the reason behind this agenda item and suggested the Committee look at creating a comprehensive plan for upgrading the parks and the equipment. He reviewed the parks and facilities in the Town and explained that the Committee could the Charette document as a base for the plan and the Town Manager would come to the meeting the assist the Committee in coming up with the plan.
Eliana Salzhauer expressed interest in the idea of pursuing development of a plan but is concerned with the cost and ensuring any plan that is created is realistic to implement.
The Committee discussed some concerns with the wear on some of the items at the Community Center. Tim Milian responded to their concerns.
Tim Milian stated that he would bring the Charette, for the Committee's review, to the next meeting.

5. Basketball at Bay Harbor K-8 basketball courts

Doris Obregon introduced this item and explained that many members of the Community have asked about implementing a basketball program in the Town. Tim Milian suggested adding this item to the Comprehensive plan of upgrading the parks.
The Committee members suggested that they look to some well-known residents for donations.
Tim Milian said that he is also working with Commissioner Kligman to gain access to the Bal Harbour basketball courts.
Commissioner Olchyk offered to reach out to her contacts in the Village of Bal Harbour as well.
The Committee discussed alternate programming issues.

6. **Community Input**

None.

7. **Meeting Adjournment**

Arnie Notkin made a motion to adjourn, Retta Logan seconded the motion. The meeting was adjourned at 7:50pm.

Accepted this 15 day of OCTOBER, 2012

Doris Obregon
Chairperson

Attest:
Recording Clerk

Tourist Board

Meeting Minutes

September 12, 2012

(* Due to a malfunction of the tape recorder, the following minutes were drafted from notes that the TEDACS Director made during the meeting *)

Date: September 12, 2012

Time: 5:30 pm

Location: Manny Crawford Conference Room, Town Hall

Minutes:

1. **Roll Call**

   The meeting was called to order at 5:30pm.

   In attendance was; Eli Tourgeman; Barbara Cohen; Barbara McLaughlin; Ricardo Mualin; TEDACS Director Duncan Tavares; Town Manager Roger Carlton; Commissioner Joe Graubart; Commissioner Michelle Kligman; resident June Neville; Welcome Magazine representative DeAnne Connolly Graham.

2. **Review and approval of June 13, July 2, and August 6, 2012 Meeting Minutes (emailed)**

   Eli Tourgeman motioned to accept minutes with grammatical corrections, Barbara McLaughlin seconded, the motioned passed.

3. **A/R & A/P (emailed)**

   Eli Tourgeman requested a formal review of the language of Section 70-117 in the Resort Tax Ordinance by the Town Attorney and Finance Director. The Board would like the language to be easily understood and adjusted to hopefully assist with compliance.

4. **Setting an annual budget percentage for augmenting the reserve ~ Barbara Cohen**

   Duncan Tavares explained that he has earmarked between ten and fifteen percent of the Tourist Bureau budget every year since hired to replenish the reserves.

5. **Food Truck Event ~ Commissioner Kligman**

   Commissioner Kligman requested that the Board consider a Food Truck Event as part of the FY 12/13 plan. While there was some discussion of how the restaurants would

respond to this, the Director recommended incorporating Food Trucks into an event such as the Antique Car Show and not to have it as an independent event. The Board agreed and will discuss aligning Food Trucks with a specific event at a later meeting. The Board agreed that participating trucks cannot serve food that directly competes with that served by existing Town restaurants. Eli Tourgeman made the motion Ricardo Maulin seconded and the motion passed unanimously.

6. **FY 12/13 Events & Promotions Workshop**

Duncan Tavares explained that on the accompanying handout of listed promotions and events, the estimated total budget for these items is larger than the proposed FY 12/13 budget. He asked the Board for direction on each item including what the Board would like to see at each event with regard to music, décor, etc All were in agreement that any and every event should be the best possible as it represents the Town.

a. Tampa Cigar Bash ~ Ricardo Maulin suggested that the Board approve a Cigar Bash like the one held in Tampa as it is an upscale event and Surfside would be the first on this coast to hold such an event. Eli Tourgeman stated that he does not support anything that promotes smoking. Ricardo Maulin made a motion to approve moving ahead with this signature event and the motion failed.

b. Third Thursdays ~ Duncan Tavares asked if the Board would entertain having a cigar area at events such as Third Thursday as this would tie in with the more "adult" approach to the event series (adding pool tables etc). The decision was deferred with Eli Tourgeman restating his opposition and concerns. Eli Tourgeman motioned the following:

January – Latin Music
February – Jazz
March – Island
April – Top 40

Budget $20,000 - $25,000.
Popcorn to be served but no selling of other food.
Sally Heyman's Coffee Truck is allowed but the Tourist Board will not subsidize.
No vendors of any kind.
Make the décor/staging/lighting as upscale as possible inviting people to linger.
No roving musicians – instead these types of musicians would cover the band break:
- Salsa dancers / Mariachis / Belly Dancers / Colombian Trio

Barbara Cohen seconded the motion. The motion passed with one opposed (Ricardo Maulin).

c. Welcome Magazine ~ Ricardo Maulin motioned to approve the following:

   2 full pages in Welcome & Bienvenidos at $2500 per month for February – May (includes one cover) and June – September with listings in the Special Events and Social Media included.

   Barbara McLaughlin seconded. The motion passed.

d. GMCVB Publication ~ Ricardo Maulin motioned to approve the 2 page spread and packaged additions at $12, 500 with a request for good placement. Barbara McLaughlin seconded. The motion passed.

e. Electrical improvements at Community Center ~ Eli Tourgeman motioned to pay up to $15,000 to improve the electrical capabilities for outside events at the Community Center. Barbara McLaughlin seconded the motion. The motion passed. The Tourist Board would like the Parks & Recreation Department to investigate upgrading the amplification system and lighting.

Items not addressed (including the budget available to cover all items):

1. Culinary Event
2. Spice
3. Existing brochure production
4. Event grant seed money
5. Kickoff event for Harding Ave (unveil Turtles)
6. Beach Event
7. Antique Car Show
8. Town wide banners
9. Tourism Consultant
10. Replenishing reserves

Next meeting: Monday October 1, 2012

7. Adjournment

Town of Surfside
Commission Communication

Agenda Item # 4A1

Agenda Date: November 13, 2012

Subject: Reduced Rate for Solid Waste Removal

Analysis: A Summer Study was conducted to review the Solid Waste rate structure charged to downtown business above street level. There are 28 tenants that are currently charged $229.30 per annum.

Conclusion: On August 23, 2012 at a Special Town Commission meeting, the Commission agreed after discussion and due consideration of the Study to a 25% rate reduction for solid waste removal to downtown businesses above street level. The solid waste annual rate will be reduced from the current rate of $229.30 to a new rate of $172.20 and will result in a decrease of $6,420 in total annual revenue to the Town.

Roger M. Carlton, Town Manager

Donald G. Nelson, Finance Director

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 66-35, "SCHEDULE OF FEES" OF THE CODE OF ORDINANCES TO ESTABLISH A NEW RATE FOR SOLID WASTE REMOVAL TO DOWNTOWN BUSINESSES ABOVE STREET LEVEL WITH A 25% FEE REDUCTION WHICH SHALL BE EFFECTIVE OCTOBER 1, 2012; PROVIDING FOR INCLUSION IN THE CODE BY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 11 of the Town Charter (the "Charter") of the Town of Surfside ('Town") gives the Town Commission (the "Commission") the power to levy, assess and collect fees; and

WHEREAS, on August 23, 2012 at a Special Town Commission Meeting, the Commission agreed after discussion and due consideration of a Summer Study to a 25% rate reduction for solid waste removal to downtown businesses above street level.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA as follows:

Section 1. **Recitals.** The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. **Code Amendment.** The code of the Town of Surfside, Florida is hereby amended as follows:

Chapter 66. Solid Waste.

Sec. 66-35. - Schedule of fees.

(a) The following schedule of fees and charges to be imposed upon property owners and tenants, or both, will be collected as follows:

(1) *Single-family residence,* $246.82 per annum, on a yearly basis with payment due October 1 of each year.

(2) *Duplex,* $246.82 per annum, per unit, on a yearly basis with payment due October 1 of each year.

(3) *Apartments,* $230.90 per apartment per annum, payable quarterly from date of billing.

(4) *Hotels, motels,* $87.43 per room per annum, payable quarterly from date of billing.
(5) *Business area,* except pay apartments, hotels, motels and commercial establishments listed under the exceptions which follow, $455.74 per annum, payable quarterly 30 days from date of billing, per 12½ feet of frontage on Harding Avenue. If a business is located ~~above or below~~ at street level, $229.30 per annum per such business unit~~.~~, if a business is located above street level, $172.20 per annum per such business unit. Any footage in multiples of other than 12½ front feet shall be prorated.

***

Section 3. **Severability.** If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. **Conflict.** All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. **Inclusion in the Code of Ordinances.** It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "Sections" or other appropriate word.

Section 6. **Effective Date.** This Ordinance shall be effective on passage on Second Reading or as otherwise provided by Florida law.

PASSED and ADOPTED on first reading this ___ day of _____, 2012
PASSED and ADOPTED on second reading this ___ day of _____, 2012

_____
Daniel Dietch, Mayor

Attest:

_____
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
Lynn M. Dannheisser, Town Attorney

On Second Reading Moved by:_____

On Second Reading Seconded by:_____

Vote:

Commissioner Joseph Graubart	yes____	no____
Commissioner Michelle Kligman	yes____	no____
Commissioner Marta Olchyk	yes____	no____
Vice Mayor Michael Karukin	yes____	no____
Mayor Daniel Dietch	yes____	no____

Item 4A2

Ordinance Deferred to December 11, 2012 Town Commission Meeting at 7:00 P.M.

Item 4A3

Ordinance Deferred to December 11, 2012 Town Commission Meeting at 7:00 P.M.

Item 4B1

Ordinance will be delivered under separate cover if the Davis case is settled prior to Trial

TOWN OF SURFSIDE
Office of the Town Attorney

MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
Town Attorney

Telephone: 305 993-1065

MEMORANDUM

TO: **Town Commission**

FROM: **Lynn M. Dannheisser, Town Attorney**

CC: **Roger Carlton, Town Manager**

DATE: **November 13, 2012**

SUBJECT: **FEMA reinsertion of Section 42-92 (6) CCCL elevation of construction**

The last amendment of the FEMA ordinance excluded Section 42-92 (6) relating to elevation of structures located seaward of coastal construction control line. It had been deleted by the Building Official in Ordinance No. 11-1582 (attached to this memo) when the State of Florida indicated that DEP, rather than FEMA, was handling this issue. FEMA now wants it returned to its original place in the ordinance. This amendment adds it back and if you so adopt, it will be codified together with the latest FEMA ordinance so it will be a seamless amendment.

Any additional deletions or underlining are the result of a decision by our outside FEMA counsel to take advantage of this amendment opportunity to make minor stylistic and language changes they believe make the ordinance more readable.

ORDINANCE NO. 11-1582

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 42 "FLOODS"AND SPECIFICALLY SECTION 42-26 "STATUTORY AUTHORIZATION"; SECTION 42-41 "DEFINITIONS"; SECTION 42-57 "BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD"; SECTION 42-77 "DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR"; SECTION 42-92 "SPECIFIC STANDARDS"; SECTION 42-95 "COASTAL HIGH HAZARD AREAS (V-ZONES)"; AND SECTION 42-114 "CONDITIONS FOR VARIANCES" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Surfside ("Town") from time to time at the request of the State Floodplain Management Office must amend its FEMA Ordinance (Chapter 42 "Floods"); and

WHEREAS, the Commission has now been asked to modify floodplain management regulations to continue to comply with state guidelines and recommendations addressing the specific needs of the this unique community and as may best suit the needs of the community;

WHEREAS, the Town Commission held its first public hearing on September 13, 2011 having complied with the notice requirements required by Florida Statutes; and

WHEREAS, the Town Commission shall have conducted a second duly noticed public hearing on these regulations as required by law on October 11, 2011.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:

Section 1. Recitals. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Code Amendment. The code of the Town of Surfside, Florida is hereby amended as follows:

ARTICLE II. FLOOD DAMAGE PREVENTION*

DIVISION 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, AND OBJECTIVES

Sec. 42-26. Statutory authorization.

The Legislature of the State of Florida has authorized and delegated in Chapter ~~125 [counties] and~~ 166 ~~[municipalities]~~ Florida Statutes, the responsibility to local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Town Commission of Town of Surfside does hereby adopt the following floodplain management regulations.

***

DIVISION 2. DEFINITIONS

Sec. 42-41. Definitions.

Unless specifically defined below, words or phrases used in this article shall be interpreted so as to give them the meaning they have in common usage and to give this article its most reasonable application.

***

Existing construction means, for the purposes of floodplain management, structures for which "the start of construction" commenced before September 29, 1972, the dat~~a~~e of the initial flood plain management regulations ~~insurance rate map (FIRM). Existing construction, means for the purposes of determining rates structures for which the "start of construction" commenced before the effective date of the first FIRM or before January 1, 1975, for FIRMs effective before that date.~~ This term may also be referred to as "existing structures".

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 29, 1972.

***

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

***

New Construction means, for floodplain management purposes, any structure for which the "start of construction" commenced on or after September 29, 1972, the effective date of the initial floodplain management regulations ~~code, ordinance, or standard~~ based upon specific technical base flood elevation data that establishes the area of special flood hazard ~~– include only one date~~. The term also includes any subsequent improvements to such structures. ~~For flood insurance rates, structures for which the start of construction commenced on or after the effective date of the date of an initial FIRM or after December 31, 1974, whichever is later – include only one date, and includes any subsequent improvements to such structures.~~

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 29, 1972.

***

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure taking place during a five year consecutive period, in which the cumulative costs of such improvements equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. All substantially improved residential structures shall have the lowest floor elevated to or above the base flood elevation, and all horizontal expansions shall likewise have the lowest floor of the expansion elevated to or above the base flood elevation. This term does not, however, include any repair or improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications, which have been identified by the local code enforcement official prior to the application for permit for improvement, and which are the minimum necessary to assure safe living conditions. This term does not include any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

DIVISION 3. GENERAL PROVISIONS

Sec. 42-57. Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the Flood Insurance Study (FIS) for ~~the Town of Surfside (Community Number 120659)~~ Miami-Dade County, dated~~,~~ September 11, 2009, with the accompanying maps and other supporting data~~, (FIRM maps dated September 11, 2009, Map Numbers 12086C0144L, 12086C0163L, 12086C0307L, and 12086C0326L),~~ and any revisions thereto, are adopted by reference and declared to be a part of this ordinance. The Flood Insurance Study and Flood Insurance Rate Maps are on file at 9293 Harding Avenue, Town of Surfside, FL 33154.

***

DIVISION 4. ADMINISTRATION

Sec. 42-77. Duties and responsibilities of the floodplain administrator.
Duties of the administrator shall include, but are not be limited to:

***

(4) Notify adjacent communities, the ~~department of community affairs,~~ Florida ~~d~~Division of ~~e~~Emergency ~~m~~Management State Floodplain Management Office, the South Florida Water Management District, the Federal Emergency Management Agency and other federal and/or State of Florida agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse;

***

(13) Notify FEMA within six months when new technical or scientific data becomes available to the community concerning physical changes affecting flooding conditions so that risk premium rates and floodplain management requirements will be based on current data.

DIVISION 5. PROVISIONS FOR FLOOD HAZARD REDUCTION

***

Sec. 42-92. Specific standards.
In all A-zones where base flood elevation data have been provided (zones AE, A1-30, and AH), as set forth in division 3, section 42-57, the following provisions shall apply:
(1) *Residential construction.* All new construction of any residential building (including manufactured home) ~~that meets the criteria of substantial improvement as may be amended from time to time by FEMA~~ shall have the lowest floor, including basement, elevated to no lower than one foot above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate automatic equalization of flood hydrostatic forces on both sides of the exterior walls shall be provided in accordance with standards of division 5, subsection 42-92(3).
(2) *Nonresidential construction.* All new construction of any commercial, industrial, or nonresidential building (including manufactured home) ~~s that meets the criteria of substantial improvement as may be amended from time to time by FEMA~~ shall have the lowest floor, including basement, elevated to no lower than one foot above the base flood elevation. All buildings located in A-zones may be floodproofed, in lieu of being elevated, provided that all areas of the building components below the base flood elevation plus one foot are watertight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied using the FEMA Floodproofing Certificate. Such certification along with the corresponding engineering data, and the operational and maintenance plans shall be provided to the floodplain administrator.

***

~~(6) For all structures located seaward of the coastal construction control line (CCCL), the lowest floor of all new construction and substantial improvements shall be elevated to the regulatory flood elevation established by the Florida Department of Environmental Protection or by FEMA in accordance with division 3, section 42-57, whichever is higher. All non-elevation design requirements of division 5, section 42-95 shall apply.~~

Sec. 42-95. Coastal high hazard areas (V-zones).
Located within areas of special flood hazard established in division 3, section 42-57 are coastal high hazard areas, designated as zones V1-30, VE, or V (with BFE). The following provisions shall apply for all development activities:

***

(11) For all structures located seaward of the coastal construction control line (CCCL), the bottom of the lowest horizontal structural member of the lowest floor of all new construction and substantial improvements shall be elevated to the flood elevation established by the Florida Department of Environmental Protection or to no lower than one foot above the base flood elevation, whichever is the higher. All non-elevation design requirements division 5, subsection 42-95(2) through (11) shall apply.

***

DIVISION 6. VARIANCE PROCEDURES

***

Sec. 42-112. Duties of variance and appeals board.
The board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the floodplain management administrator in the enforcement or administration of this article. Any person aggrieved by the decision of the board may appeal such decision to the circuit court.

***

Sec. 42-114. Conditions for variances.

***

(4) The floodplain administrator shall maintain the records of all variance actions, including justification for their issuance or denial, and report such variances ~~in the community's NFIP Biennial Report or~~ upon request to FEMA and the ~~State of~~ Florida Division of Emergency Management State Floodplain Management Office~~, department of community affairs, NFIP Coordinating Office.~~

***

Section 3. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Inclusion in the Code of Ordinances. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective ten (10) days after adoption on second reading.

PASSED and ADOPTED on first reading this 13 day of September 2011.

PASSED and ADOPTED on second reading this 11th day of Oct, 2011.

Daniel Dietch, Mayor

Attest:

John Di Censo
Interim Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

On First Reading Moved by: Commissioner Karukin

On Second Reading Seconded by: Commissioner Olchyck

Vote:

Mayor Dietch	yes ✓	no____
Vice Mayor Graubart	yes ✓	no____
Commissioner Karukin	yes ✓	no____
Commissioner Kopelman	yes ✓	no____
Commissioner Olchyck	yes____	no____ ABSENT AT TIME OF VOTE

Ordinance No. 11-1582

ORDINANCE NO. 12-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 42 AND SPECIFICALLY SECTION 42-41 "DEFINITIONS"; SECTION 42-76 "PERMIT PROCEDURES"; SECTION 42-77 "DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR"; SECTION 42-91 "GENERAL STANDARDS"; SECTION 42-92 "SPECIFIC STANDARDS" INCLUDING RE-INSERTION OF SUBPARAGRAPH (6) RELATING TO THE CCCL; AND SECTION 42-95 COASTAL HIGH HAZARD AREAS (V-ZONES) OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Surfside ("Town") amended its Code of Ordinances to address base flood elevation and address issues and provide clarification relating to the current floor height requirement of all construction by passage of Ordinance No. 12-1592; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendments on December 4, 2012 with due public notice and input; and

WHEREAS, the Town Commission held its first public hearing on November 13, 2012, having complied with the notice requirements required by Florida Statutes; and

WHEREAS, the Town Commission shall have conducted a second duly noticed public hearing on these regulations as required by law on December ____, 2012.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:

Section 1. Recitals. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Code Amendment. The code of the Town of Surfside, Florida is hereby amended as follows:

Chapter 42 - FLOODS ARTICLE II. - FLOOD DAMAGE PREVENTION
DIVISION 2. DEFINITIONS

Sec. 42-41 Definitions.

****

Freeboard means the additional height, usually expressed as a factor of safety in feet, above a flood level for purposes of floodplain management. Freeboard tends to compensate for many unknown factors, such as wave action, ~~bridge openings~~ blockages in bridge and culvert openings and hydrological effect of urbanization of the watershed that could contribute to flood heights greater than the height calculated for a selected frequency flood and floodway conditions.

****

Hardship as related to variances from this ordinance means the exceptional ~~hardship~~ difficulty associated with the land that would result from a failure to grant the requested variance. The community requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

****

Sec. 42-76. Development Permit Procedures.

****

(1) *Application stage:*

a. Elevation in relation to mean sea level of the proposed lowest floor (including basement) of all buildings;
b. Elevation in relation to mean sea level to which any nonresidential building will be floodproofed;
c. Certificate from a registered professional engineer or architect that the nonresidential floodproofed building will meet the flood-proofing criteria in subsection (2) and division 5, subsection 42-92(2) of the Surfside Code of Ordinances;
d. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development; and
e.Elevation in relation to mean sea level of the bottom of the lowest horizontal structural member of the lowest floor and provide a certification from a registered engineer or

architect indicating that they have developed and or reviewed the structural designs, specifications and plans of the construction and certified that are in accordance with accepted standards of practice in coastal high hazard areas.

(2) *Construction stage:* Upon placement of the lowest floor, or floodproofing by whatever construction means, or bottom of the lowest horizontal structural member it shall be the duty of the permit holder to submit to the floodplain administrator a certification of the NGVD or NAVD elevation of the lowest floor or flood-proofed elevation, or bottom of the lowest horizontal structural member of the lowest floor as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same. When floodproofing is utilized for a particular building said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. Any work undertaken prior to submission of the certification shall be at the permit holders' risk. The floodplain administrator shall review the lowest floor and floodproofing elevation survey data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct violations detected by such review. Failure to submit the survey or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

Sec. 42-77. - Duties and responsibilities of the floodplain administrator.

Duties of the administrator shall include, but are not be limited to:

****

(3) ~~Advise permittee that additional federal, State of Florida, or local permits may be required, and if such additional permits are necessary,~~ Require copies of additional Federal, State of Florida, or other permits, especially as it relates to F.S. §§ 161.053, 320.8249, 320.8359, 373.036, 380.05, 381.0065, and ch. 553, pt. IV, ~~require that copies of such permits~~ Florida Statutes be provided and maintained on file with the development permit.

****

(6) Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (A-zones) or bottom of the lowest horizontal structural member of the lowest floor (V-zones) of all new construction and substantial improvements ~~or substantially improved buildings~~, in accordance with division 5, subsection 42-92(1) and (2) and subsection 42-95(2), respectively;

(7) Verify and record the actual elevation (in relation to mean sea level) to which the new construction and substantial improvements of nonresidential buildings~~or substantially improved buildings~~ have been floodproofed, in accordance with division 5, subsection 42-92(2);

****

Secs. 42-78—42-90. - Reserved.

DIVISION 5. – PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 42-91. - General standards.

In all areas of special flood hazard, all development sites including new construction and substantial improvements shall be reasonably safe from flooding, and meet the following provisions:

(1) New construction and substantial improvements shall be designed or modified and adequately anchored to prevent flotation, collapse ~~or~~ and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
(2) Manufactured homes shall be anchored to prevent flotation, collapse, ~~or~~ and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State of Florida requirements for resisting wind forces;
****
(4) New construction ~~or~~ and substantial improvements shall be constructed by methods and practices that minimize flood damage. See the applicable technical bulletin or bulletins for guidance;

****

(12) Standards for subdivision proposals and other proposed development (including manufactured homes parks or subdivisions):

a. All such ~~subdivision~~ proposals shall be consistent with the need to minimize flood damage;
b. All such ~~subdivision~~ proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage;
c. All such ~~subdivision~~ proposals shall have adequate drainage provided to reduce exposure to flood hazards.

Sec. 42-92. - Specific standards.

In all A-zones where base flood elevation data have been provided (zones AE, Al-30, and AH), as set forth in division 3, section 42-57, the following provisions shall apply in addition to those specified in Sec. 42-91:

(1) *Residential construction.* All new construction and substantial improvements of any residential building (including manufactured home) shall have the lowest floor, including basement, elevated to no lower than one foot above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate automatic equalization of flood hydrostatic forces on both sides of the exterior walls shall be provided in accordance with standards of division 5, subsection 42-92(3).
(2) *Nonresidential construction.* All new construction and substantial improvements of any commercial, industrial, or nonresidential building (including manufactured home) shall have the lowest floor, including basement, elevated to no lower than one foot above the base flood elevation. All buildings located in A-zones may be floodproofed, in lieu of being elevated, provided that all areas of the building components below the base flood elevation plus one foot are watertight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied using the FEMA Floodproofing Certificate. Such certification along with the corresponding engineering data, and the operational and maintenance plans shall be provided to the floodplain administrator.
(3) *Elevated buildings.* New construction ~~or~~ and substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls below

the lowest floor elevation shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.

a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:

(i) Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;

(ii) The bottom of all openings shall be no higher than one foot above foundation adjacent interior grade (which must be equal to or higher in elevation than the adjacent exterior grade); and

(iii) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they provide the required net area of the openings and permit the automatic flow of floodwaters in both directions.

b. Fully enclosed areas below the lowest floor shall solely be used for parking of vehicles, storage, and building access. Access to the enclosed area shall be minimum necessary to allow for parking of vehicles (garage door), limited storage of maintenance equipment used in connection with the premises (standard exterior door), or entry to the living area (stairway or elevator); and

c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms.

****

(6) For all structures located seaward of the Coastal Construction Control Line (CCCL), the lowest floor of all new construction and substantial improvements shall be elevated to the regulatory flood elevation established by the Florida Department of Environmental Protection or by FEMA in accordance with Sec. 42-91, whichever is higher. All non-elevation design requirements of Sec. 42-95 shall apply.

Secs. 42-93, 42-94. - Reserved.

Sec. 42-95. - Coastal high hazard areas (V-zones).

Located within areas of special flood hazard established in division 3, section 42-57 are coastal high hazard areas, designated as zones V1-30, VE, or V (with BFE). The following provisions shall apply for all development activities:

(1) Meet the requirements of division 4, section 42-76, and division 5, sections 42-91, and 42-92. ~~(except subsection (7)), 42-93, and 42-94~~

****

(4) Obtain the elevation (in relation to mean sea level) of the bottom of the lowest horizontal structural member of the lowest floor (excluding pilings and columns) of all new construction and ~~substantially improved structures~~ substantial improvements. The floodplain administrator shall maintain a record of all such information.

****

(10) Standard for recreational vehicles. ~~Recreational vehicles placed on sites within zones VE, V1-V30, V (with base flood elevation) on the FIRM either~~

a. Prohibit the placement of recreational vehicles.

(11) For all structures located seaward of the coastal construction control line (CCCL), the bottom of the lowest horizontal structural member of the lowest floor of all new construction and substantial improvements shall be elevated to the flood elevation established by the Florida Department of Environmental Protection or to no lower than one foot above the base flood elevation, whichever is the higher. All non-elevation design requirements Division 5, section 42-95~~(2) through (11)~~ shall apply.

****

Secs. 42-96—42-110. - Reserved.

Section 3. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Inclusion in the Code of Ordinances. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective ten (10) days after adoption on second reading.

PASSED and ADOPTED on first reading this _____ day of _____, 2012.

PASSED and ADOPTED on second reading this ____ day of _____, 2012.

_____
Daniel Dietch, Mayor

Attest:

_____
Sandra Novoa
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Lynn M. Dannheisser, Town Attorney

On First Reading Moved by:_____

On Second Reading Seconded by:_____

Vote:

Mayor Dietch	yes_____	no_____
Vice Mayor Karukin	yes_____	no_____
Commissioner Olchyk	yes_____	no_____
Commissioner Kligman	yes_____	no_____
Commissioner Graubart	yes_____	no_____

TOWN OF SURFSIDE
Office of the Town Attorney

MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
Town Attorney

Telephone: 305 993-1065

MEMORANDUM

TO: **Town Commission**

FROM: **Lynn M. Dannheisser, Town Attorney**

CC: **Roger Carlton, Town Manager**

DATE: **November 13, 2012**

SUBJECT: Amendment to Lobbyist Registration and adoption of forms

There are two reasons for this proposed amendment to our lobbyist registration ordinance:

First, in connection with the increase in quasi-judicial hearings, we have had numerous inquiries about whether attorneys representing clients in such hearings are deemed lobbyists under this ordinance. Because attorneys were excluded from the definition of "lobbyist" in the original ordinance with the rationale that advocacy for and on behalf of a client in a public hearing is just that, and not lobbying per se, we found that we were having to make a distinction between those that simply presented the application to the Boards on their client's behalf or objected to applications at the hearings, and those that actually advocated/lobbied privately on behalf of their clients. This has become too cumbersome. Further, since the reality is most lawyers were also acting as lobbyists, we are proposing to now include all lawyers as lobbyists and require their registration.

Second, the Clerk's office did not have lobbyist registration forms. I asked her to secure those forms from another city and they are adapted now to the Town of Surfside and included for information to this ordinance. They may be amended hereafter from time to time, administratively.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 2-235 OF THE CODE OF THE TOWN OF SURFSIDE RELATING TO LOBBYIST REGISTRATION AND; PROVIDING FOR DEFINITIONS; PROVIDING FOR ANNUAL EXPIRATION AND RENEWAL FOR LOBBYIST REGISTRATIONS; REQUIRING REGISTRATION OF PRINCIPALS; REQUIRING DISCLOSURE OF ANNUAL LOBBYIST EXPENDITURE BY JANUARY 15TH OF EACH YEAR; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town Commission has a desire to update its lobbyist registration and fee procedures that regulate the standards of conduct and behavior for those appearing before Town officials; and

WHEREAS, there is a need to amend the Town's lobbyist registration and fee structure to clarify and encourage a more effective and efficient lobbyist registration system and to adopt and incorporate the forms which are attached for informational purposes only; and

WHEREAS, the adoption of an amended lobbyist ordinance is in the best interests of the Town of Surfside.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals**. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this ordinance

Section 2. **Code Amendment**. The Code of the Town of Surfside, Florida is hereby amended as follows:

Section 2-235. – Lobbying.

This section shall be applicable lobbyists as defined below, and shall also constitute a standard of conduct and behavior for all lobbyists. The provisions of this section shall be applied in a cumulative manner.

(1) *Definitions*. For purposes of this section, the following words, terms and phrases shall have the meanings as indicated below.

a. *Town personnel*. Those Town officers and employees specified to include the mayor and town commissioners, town board or town committee members, and all town employees.

b. *Lobbyist*. All persons, firms, or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the town commission; (2) any action, decision, recommendation of town board or committee; or (3) any action, decision or recommendation of Town personnel during the time period of the entire decision-making process on such action, decision or recommendation which foreseeably will be heard or reviewed by the town commission, or a town board or committee. "Lobbyist" specifically includes the principal, as defined in this section, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee. The term "lobbyist" specifically excludes any person who only appears as a representative of a not-for-profit corporation or entity (such as charitable organization, a trade association or trade union), without special compensation or reimbursement for the appearance, whether direct, indirect, or contingent, to express support or opposition to any item~~ or attorneys who represent a client in relation to any quasi-judicial matter.~~

c. *Principal*. All persons, firms, or corporations who employ a lobbyist.

(2) Lobbyist Registration, Fees, Renewal and Withdrawal.

a. All lobbyists shall register with the Town Clerk before engaging in any lobbying activities in the Town. Every person required to register as a lobbyist shall:

i. Register as a lobbyist.

1. Complete the annual lobbyist registration form, as prepared by the town clerk, stating under oath his or her name, business address, and the name and business address of each person or entity which has employed the registrant to lobby. If the lobbyist represents a corporation, it shall also be identified.

2. Without limiting the foregoing, the lobbyist shall also identify all persons holding, directly or indirectly, a five percent (5%) or more ownership interest in the corporation, partnership, or trust.

ii. Pay an annual lobbyist registration fee of $250.00.

iii. Register and disclose terms for each principal represented.

1. Complete the annual principal registration form, as prepared by the Town Clerk, prior to conducting any lobbying for each principal (client) being lobbied. Such application shall include a requirement that the lobbyist state under oath, his or her name, business address, the name and business address of each person or entity by which s/he has been employed to lobby, as well as a letter of permission signed by the person, entity, principal or the principal's representative, stating that the lobbyist is authorized to represent him/her/it, together with a disclosure of ~~whether any bonuses, success fees, or other consideration shall be received for such lobbying activities.~~ the terms and amount of compensation paid by each principal to the lobbyist. Each lobbyist and his/her principal shall attach a copy of a fee letter and specify whether any bonuses, success fees, or other consideration shall be received for such lobbying activities. In the alternative, such

lobbyist shall submit to the Town Clerk a joint affidavit, sign by the lobbyist and his/her principal, disclosing the terms amount of compensation (to be) paid by each principal to the lobbyist with regard to the specific issue on which the lobbyist has been engaged.

2. Pay an annual Principal Registration fee of $100.00.
3. However, if multiple lobbyists from the same firm represent the same principal, only one registration and applicable fee are required to be filed for that principal. Any lobbyist from the same firm may submit the necessary documents.

iv. File a lobbyist expenditure report.

1. By January 15th of each year, all lobbyists shall submit to the town clerk a signed statement under oath listing all lobbying expenditures for the preceding calendar year. The statement shall list in detail each expenditure by category, including food and beverage, entertainment, research, communication, media advertising, publications, travel, lodging and special events, and town personnel on whose behalf or benefit the expenditure was made. A statement shall be filed even if there have been no expenditures during the reporting period. Annual statements shall be required until such time as the lobbyist files a notice of withdrawal of lobbying activities with the town clerk.
2. The town clerk shall notify any lobbyist who fails to timely file an expenditure report. In addition to any other penalties which may be imposed, a fine of $50.00 per day shall be assessed for reports filed after the due date. Any lobbyist who fails to file the required expenditure report by January 15th shall be automatically suspended from lobbying until all fines are paid, unless the fine has been appealed to the special master of the Town of Surfside.
3. A lobbyist or principal may appeal a fine and may request a hearing before the ~~town commission.~~ special master for the Town of Surfside. A request for hearing on the fine must be filed with the ~~town clerk~~ special master within fifteen (15) calendar days of receipt of the notification of the failure to file the required disclosure form.

v. File a notice of withdrawal. Each person who withdraws as a lobbyist for a particular principal (client) shall file an appropriate notice of withdrawal.

b. All lobbyist and principal registration forms, expenditure reports, notices of withdrawal, and applicable fees shall be submitted to the town clerk. Such forms may be amended from time to time administratively.

***

Section 3. **Severability**. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. **Inclusion in the Code**. It is the intention of the Commission, and it is hereby ordained, that the provisions of this ordinance shall become and be made a part of the code of the Town of Surfside, Florida; and that the sections of this ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "ordinance" shall be changed to "section" or other appropriate word, as required.

Section 5. **Conflict**. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 6. **Effective Date**. This Ordinance shall be effective ten (10) days after adoption on second reading.

PASSED and ADOPTED on first reading the _____

PASSED and ADOPTED on second reading the _____

_____
Daniel Dietch, Mayor

ATTEST:

_____
Sandra Novoa, CMC, Town Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Lynn M. Dannheisser, Town Attorney

On First Reading Moved by:_____

On Second Reading Seconded by:_____

Vote:

Mayor Daniel Dietch	yes_____	no_____
Vice Mayor Michael Karukin	yes_____	no_____
Commissioner Graubart	yes_____	no_____
Commissioner Kligman	yes_____	no_____
Commissioner Olchyk	yes_____	no_____

TOWN OF SURFSIDE

LOBBYIST EXPENDITURE REPORT FORM

Office of the Town Clerk, 9293 Harding Avenue, Surfside, FL 33154

Telephone (305 8610-4863 Fax (305) 861-1302

Calendar Year: _____

_____
Town Clerk's Date Stamp

NOTE:
- **All Lobbyist and Principal (Client) Registrations automatically expire on December 31st of each year.**
- **A separate Principal (Client) registration is required for each principal (client).**
- **Each person who withdraws as a lobbyist must file a "Notice of Withdrawal" with the Town Clerk.**
- **Lobbyist Expenditure Reports must be filed with the Town Clerk by January 15th of each year.**
- **Lobbyist Expenditure Reports must be filed even if you have no expenditures for the calendar year.**
- **All lobbyist & principal registration forms, reports, & notices of withdrawal shall be submitted to the Town Clerk.**

I. Lobbyist Information

_____
Last Name First Name Middle Initial

_____
Business/Firm Name

_____
Business Address City State Zip

(_____)_____(_____)_____
Phone Fax E-Mail

II. Expenditures

Expenditures include, but are not limited to meals, entertainment, research, communications, media/advertising, publications, travel, lodging, special event, gifts for public officers and employees, and more for the preceding calendar year.

Item	Amount	Name and Address of Person on Behalf of Whom Expenditure Was Made	Nature of kind of expenditure for or on behalf of lobbyist.
1.			
2.			
3.			
4.			

II. Lobbyist Oath

"I, the undersigned registrant, do hereby depose under oath and say that the information disclosed herein and on any attachment hereto is true and correct."

_____
Signature of Lobbyist

State of Florida, County of _____

*Sworn to and subscribed before me this*_____

day of _____, *200*_____.

_____Personally known or _____Produced ID

Type of ID Produced: _____

_____
Notary Public in and for the State of Florida at Large

Notary Seal:

For Office Use Only: Accepted Rejected If rejected, state reason _____

Date Logged: _____/_____/_____ Initials: _____

TOWN OF SURFSIDE

LOBBYIST REGISTRATION FORM

Office of the Town Clerk, 9293 Harding Avenue, Surfside, FL 33154
Telephone (305) 861-4863 Fax 305 861-1302

Town Clerk's Date Stamp

Calendar Year: _____

NOTE:
- **All Lobbyist and Principal (Client) Registrations automatically expire on December 31st of each year.**
- **A separate Principal (Client) registration is required for each principal (client).**
- **Each person who withdraws as a lobbyist must file a "Notice of Withdrawal" with the Town Clerk.**
- **Lobbyist Expenditure Reports must be filed with the Town Clerk Clerk by January 15th of each year.**
- **Lobbyist Expenditure Reports must be filed even if you have no expenditures for the calendar year.**
- **All lobbyist & principal registration forms, reports, & notices of withdrawal shall be submitted to the Town Clerk.**

I. Lobbyist Information

Last Name _____ First Name _____ Middle Initial _____

Business/Firm Name _____

Business Address _____ City _____ State _____ Zip _____

(_____) Phone _____ Fax _____ (_____) E-Mail _____

II. Lobbyist Oath

"I do solemnly swear that all facts contained on this Lobbyist Registration Form are true and correct and that I have read and am familiar with the provisions of Town of Surfside Code Section _____, including registration, reporting, fee disclosure, and withdrawal requirements contained therein."

_____
Signature of Lobbyist

State of Florida, County of _____

Sworn to and subscribed before me this _____

day of _____, *200*_____.

_____Personally known or _____Produced ID

Type of ID Produced: _____

_____
Notary Public in and for the State of Florida at Large

Notary Seal:

Pursuant to Section _____ of the Town of Surfside Municipal Code, have you been employed by the Town within the last two years?

Yes No If yes, state position held. _____

Pursuant to Section _____ of the Town of Surfside Municipal Code, any person who registers as a lobbyist shall state the extent of any business or professional relationship with any member of the Town Commission. _____

_____

I have enclosed my $250.00 Annual Registration Fee.

For Office Use Only: Fee: **$250.00 effective through 12/31/_____** Check #_____

Accepted Rejected If rejected, state reason _____

Date Rec'd _____/_____/_____ Initials: _____

TOWN OF SURFSIDE
LOBBYIST WITHDRAWAL FORM

Office of the Town Clerk, 9293 Harding Avenue, Surfside, FL 33154
Telephone (305) 861-4863 Fax (305) 861-1302

Calendar Year: _____

_____
Town Clerk's Date Stamp

NOTE:
- **All Lobbyist and Principal (Client) Registrations automatically expire on December 31st of each year.**
- **A separate Principal (Client) registration is required for each principal (client).**
- **Each person who withdraws as a lobbyist must file a "Notice of Withdrawal" with the Town Clerk.**
- **Lobbyist Expenditure Reports must be filed with the Town Clerk by January 15th of each year.**
- **Lobbyist Expenditure Reports must be filed even if you have no expenditures for the calendar year.**
- **All lobbyist & principal registration forms, reports, & notices of withdrawal shall be submitted to the Town Clerk.**

I. Lobbyist Information

_____
Last Name | First Name | Middle Initial

_____
Business/Firm Name

_____
Business Address | City | State | Zip

(_____)_____ (_____)_____
Phone | Fax | E-Mail

II. Principal Information

_____
Last Name | First Name | Middle Initial

_____
Business/Firm Name

_____
Business Address | City | State | Zip

(_____)_____ (_____)_____
Phone | Fax | E-Mail

Date Representation Ended: _____

Subject Matter: _____

_____

_____
Signature of Lobbyist

For Office Use Only: Date Logged: _____/_____/_____ Initials: _____

TOWN OF SURFSIDE
PRINCIPAL (CLIENT) REGISTRATION AND FEE DISCLOSURE FORM

Office of the Town Clerk, 9293 Harding Avenue, Surfside, FL 33154
Telephone (305) 861-4863 Fax (305) 861-1302

Calendar Year: _____

_____
Town Clerk's Date Stamp

NOTE:
- **All Lobbyist and Principal (Client) Registrations automatically expire on December 31st of each year.**
- **A separate Principal (Client) registration is required for each principal (client).**
- **Each person who withdraws as a lobbyist must file a "Notice of Withdrawal" with the Town Clerk.**
- **Lobbyist Expenditure Reports must be filed with the Town Clerk by January 15th of each year.**
- **Lobbyist Expenditure Reports must be filed even if you have no expenditures for the calendar year.**
- **All lobbyist & principal registration forms, reports, & notices of withdrawal shall be submitted to the Town Clerk.**

I. Lobbyist Information

Last Name _____ First Name _____ Middle Initial _____

Business/Firm Name _____

Business Address _____ City _____ State _____ Zip _____

(_____) Phone _____ (_____) Fax _____ E-Mail _____

II. Principal Information

$100 Fee Due: No Fee Due: *Duplicate Clients of* _____.

Last Name _____ First Name _____ Middle Initial _____

Business/Firm Name _____

Business Address _____ City _____ State _____ Zip _____

(_____) Phone _____ (_____) Fax _____ E-Mail _____

Other Principals or Interests holding directly or indirectly a 5% or more ownership interest (pursuant to Section _____ of the Town of Surfside Municipal Code).

_____

_____

_____

Subject Matter (Must be specific & describe in detail!): _____

_____

_____

Identify each individual (Mayor, Commissioner, Board, Committee, or City staff) to be lobbied: _____

_____

TOWN OF SURFSIDE
PRINCIPAL (CLIENT) REGISTRATION AND FEE DISCLOSURE FORM

Town of Surfside - Office of the Town Clerk, 9293 Harding Avenue, Surfside, Florida 33154
Telephone (305) 861-4863 Fax (305) 861-1302

Calendar Year: _____

III. Fee Disclosure Check one.

Town of Surfside Municipal Code Section _____ requires the disclosure of terms and amount of compensation (to be) paid by each principal to the lobbyist with regard to the specific issue on which the lobbyist has been engaged to lobby.

Attached is a copy of the fee letter, indicating any bonuses, success fees, or other considerations to be received for said lobbying activity.

Or

The terms and amount of compensation (to be paid) to lobbyist with regard to the specific issue on which the lobbyist has been engaged is as follows:

Terms: _____

Conditions: _____

Other: _____

Note: Violation of this ordinance or any false statements made on this disclosure statement may render decisions on issues being lobbied voidable.

IV. Oaths

Lobbyist:

I, the undersigned registrant, do hereby depose under oath and say that the information disclosed herein and on any attachment hereto is true and correct.

_____
Signature of Lobbyist

State of Florida, County of _____
*Sworn to and subscribed before me this*_____*day of*
_____, *20* _____.
_____Personally known or _____Produced ID
Type of ID Produced: _____

_____
Notary Public in and for the State of Florida at Large
Notary Seal:

Principal:

I, the undersigned registrant, do hereby depose under oath and say that the information disclosed herein and on any attachment hereto is true and correct.

_____
Signature of Principal

State of Florida, County of _____
*Sworn to and subscribed before me this*_____*day of*
_____, *20*_____.
_____Personally known or _____Produced ID
Type of ID Produced: _____

_____
Notary Public in and for the State of Florida at Large
Notary Seal:

For Office Use Only: $100 Fee Due: Check # _____ No Fee Due: *Duplicate Clients of* _____

Accepted Rejected If rejected, state reason _____

Date Logged: _____/_____/_____ Initials: _____

TOWN OF SURFSIDE
Office of the Town Attorney

MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
Town Attorney

Telephone: 305 993-1065

MEMORANDUM

TO: **Town Commission**

FROM: **Lynn M. Dannheisser, Town Attorney**

CC: **Roger Carlton, Town Manager**

DATE: **November 13, 2012**

SUBJECT: **Amendment to Short Term Rental ordinance to allow for alternative notice and amendment to paragraph references**

This amendment changes Ordinance No. 1573, Section 2, adopted on May 10, 2011 to require in addition to certified mailing of a notice of violation to the record owner, the posting of notice on the property, and as well as a first-class mailing. We are also using this as an opportunity to correct a number reversal in the same paragraph of the codified version of the ordinance that is a reference to Section 90.41.5 in two places in which should read Section 90.41.1 and Section 90.41.5 now refers to Section 1-8 (Penalty for Violations).

ORDINANCE NO. 12-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" AND SPECIFICALLY AMENDING SECTION 90-41.1 "SHORT TERM RENTAL OF SINGLE FAMILY DWELLINGS, TWO-FAMILY DWELLINGS, MULTI-FAMILY DWELLINGS AND TOWNHOUSES" OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission (the "Commission") by Ordinance 1573, § 2, 5-10-11 adopted regulations for renting single family, two-family multi-family, and townhome dwelling units by seasonal residents in the interest of public health, safety, and welfare; and

WHEREAS, the Town recognizes and addresses ambiguity in the original Ordinance 1573 § 2,5-10-11 pertaining to the notice and enforcement provisions with reference to previous sections; and

WHEREAS, the Town Commission shall have conducted the required duly noticed public hearings on these regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:

Section 1. Recitals. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Code Amendment. The code of the Town of Surfside, Florida is hereby amended as follows:

Sec. 90-41.1. - Short term rental of single family dwellings, two-family dwellings, multi-family dwellings and townhomes.

*** (c) *Resort tax and enforcement.*

(1) *Payment of resort tax required.* Owners are subject to payment of the resort taxes as establish by the laws of the Town of Surfside.

(2) *Violations of this section:*

a. Are subject to the following fines. The special master may not waiver or reduce fines set by this section.

i. First violation: $500.00.

ii. Second violation within the preceding 12 months: $1,500.00.

iii. Third violation within the preceding 12 months: $5,000.00.

iv. Fourth or greater violation within the preceding 12 months: $7,500.00.

b. In addition to or in lieu of the foregoing, the town may seek injunctive relief.

c. Any code compliance officer may issue notices for violations of this ordinance, with enforcement of section 90.41.~~5~~ 1 and alternative enforcement of section ~~90.41.5~~ 1-8 as provided in Chapter ~~90~~ 1 of this Code. Violations shall be issued to the owner, manager, real estate broker or agent, or authorized agent, or any other individual or entity that participates in or facilitates the violation of this section. In the event the record owner of the property is not present when the violation occurred or notice of violation issued, a copy of the violation shall be served by certified mail on the owner at its mailing address in the property appraiser's records, in the event the notice is returned as unclaimed or refused, notice may be provided by posting on the property, and a courtesy notice by first class mail to the contact person identified in subsection (4)c. above.

***

Section 3. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Inclusion in the Code of Ordinances. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective ten (10) days after adoption on second reading.

PASSED and ADOPTED on first reading this _____ day of November, 2012.

PASSED and ADOPTED on second reading this ____ day of December, 2012.

_____
Daniel Dietch, Mayor

Attest:

_____
Sandra Novoa
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Lynn M. Dannheisser, Town Attorney

On First Reading Moved by:_____

On Second Reading Seconded by:_____

Vote:

Mayor Daniel Dietch yes_____ no_____

Vice Mayor Michael Karukin	yes_____	no_____
Commissioner Graubart	yes_____	no_____
Commissioner Kligman	yes_____	no_____
Commissioner Olchyk	yes_____	no_____

TOWN OF SURFSIDE

MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
Town Attorney

Telephone: 305 993-1065

MEMORANDUM

TO: **Town Commission**

FROM: **Lynn M. Dannheisser, Town Attorney**

CC: **Roger Carlton, Town Manager**

DATE: **November 13, 2012**

SUBJECT: **Delinquency Penalties and Condominium Hotel Resort Tax Ordinance**

The Town's Tourist Board requested that our office amend Town of Surfside Code Section 70-107 to expand the applicability of the resort tax to "condo-hotels" for units included in a transient rental program. The intent is to address the increased impact on the Town posed by such transient guests.

The Board also requested we amend Section 70-107 to enlarge the Town's existing delinquency penalties. Drawing from the comparable Bal Harbour and Miami Beach Resort Tax Ordinances, the proposed amendments supplement the existing Resort Tax Fees with a ten percent (10%) delinquency penalty for each 30 day period or part thereof during which the tax is delinquent up to fifty percent (50%) of the amount of the tax. Delinquency due to fraud is amended from 25% to 50% of the amount of the tax due. Finally, the interest paid on delinquent taxes due is increased to the highest legal rate of interest permitted by law, a substantial change from Surfside's meager 1% rate. These amendments are intended to deter noncompliance and ensure strict adherence to the longstanding procedures.

ORDINANCE NO. 12- _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 70 AND SPECIFICALLY AMENDING SECTION 70-107 DEFINITIONS; AMENDING SECTION 70-117 DELINQUENCY PENALITIES, INTEREST; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The Town of Surfside ("Town") is desirous of amending the Town Code definition of apartment houses and hotels to include condominium-hotels, owned by a third-party, other than the developer and operator and included in a rental program during the time when the owners are not residing on the property; and

WHEREAS, the Town is also desirous of amending the Town Code delinquency penalties to impose ten percent delinquency penalty for each additional 30 day period or part thereof during which the tax is delinquent up to fifty percent of the amount of the tax, a penalty of fifty percent of the amount of the tax for nonpayment due to fraud, and an interest rate at the highest legal rate permitted by law; and

WHEREAS, The Town Commission has held its first duly noticed public hearing on these regulations on November 13, 2012 and recommended approval of the proposed amendments to the Code of Ordinances having complied with the notice requirements by the Florida Statutes; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these regulation as required by law on December 11, 2012 and further finds the proposed change to the Code necessary and in the best interest of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA as follows:

Section 1. **Recitals.** The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. **Code Amendment.** The code of the Town of Surfside, Florida is hereby amended as follows:

Sec. 70-107. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Apartment house means any building or part thereof where separate accommodations for two or more families living independently of each other are supplied to transient or permanent guests or tenants either owned or operated by an individual, trust, or corporate entity. The term "apartment house" shall include houses, condominium, condominium-hotels, bungalow courts, timeshare rentals, and all other dwellings or similar character.

Appeal is the process for requesting a formal change to an official decision.

Audit means an examination and verification of accounting records and supporting documents.

False or fraudulent return means a return that is filed with incorrect and/or incomplete information.

Guest means any person making a retail purchase of (a) food or beverages; or (b) alcoholic beverages sold at retail for consumption on the premises, at any restaurant or other business premises required by law to be licensed by the State Hotel and Restaurant Commission or by the State Beverage Department.

Hotel and motel mean every building or other structure kept, used, maintained, advertised as or held out to the public to be a place where sleeping accommodations are supplied for pay to transient or permanent guests or tenants, whether or not there is, in

connection with any of the building, any dining room, cafe or other place where meals or lunches are sold or served to guests.

***

Sec. 70-117. - Delinquency penalties; interest.

(a) *Original delinquency.* Any operator who fails to remit any tax imposed by this article within the time required shall pay a penalty of ten percent of the amount of the tax in addition to the amount of the tax.

(b) *Continued delinquency.* Any operator who fails to remit such tax on or before the 30th day following the date on which the tax first became delinquent shall pay a second delinquency penalty of ten percent of the amount of the tax in addition to the amount of the tax, ~~plus~~ and the ten percent penalty first imposed. An additional penalty of ten percent of the amount of the tax shall be delinquent, provided that the total penalty imposed by subsection (a) of this section and this subsection shall not exceed 50 percent of the amount of the tax. This penalty shall be in addition to the tax and interest imposed by the division.

(c) *Fraud.* If the town manager determines that the nonpayment of any tax due under this article is due to fraud, a penalty of ~~25~~ 50 percent of the amount of the tax shall be added thereto in addition to the penalties stated in subsections (a) and (b) of this section.

(d) *Interest.* In addition to the penalties imposed, any operator who fails to remit any tax imposed by this article shall pay interest, at the ~~rate of one percent per month or fraction thereof,~~ highest legal rate of interest permitted by law, on the amount of the tax, exclusive of penalties, from the date on which the tax first became delinquent until paid.

(e) *Penalties and interest merged with tax.* Every penalty imposed and such interest as accrues under the provisions of this section shall become a part of the tax required to be paid under this article.

(Ord. No. 1574, § 2, 6-14-11)

Section 3. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Inclusion in the Code of Ordinances. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective ten (10) days after adoption on second reading

PASSED and ADOPTED on first reading this _____ day of _____, 2012.

PASSED and ADOPTED on second reading this ____ day of _____, 2012.

_____
Daniel Dietch, Mayor

ATTEST:

_____
Sandra Novoa, M.M.C., Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Lynn M. Dannheisser, Town Attorney

On First Reading Moved by: _____

On Second Reading Seconded by:_____

Vote:

Mayor Dietch	yes_____	no_____
Vice Mayor Karukin	yes_____	no_____
Commissioner Graubart	yes_____	no_____
Commissioner Kligman	yes_____	no_____
Commissioner Olchyk	yes_____	no_____

Town of Surfside
Commission Communication

Agenda Item # 5A

Agenda Date: November 13, 2012

Subject: Tourism Five Year Strategic Plan Consultant and Business Improvement District Organizational Plan.

Background: Currently, Surfside is one of only three municipalities in Miami-Dade County eligible by Florida State Law Chapter 67-930 Municipal Resort Tax to impose a Resort Tax. Miami Beach and Bal Harbour are the other two municipalities with the same authorization. This unique revenue generating opportunity is also defined in the Town's Charter Chapter 69-A Resort Tax. The Town levies a Resort Tax of four percent (4%) on the rental of rooms for six (6) months or less and two percent (2%) on revenues from food and beverages sold within the Town limits.

The Resort Tax Fund, like all Special Revenue Funds, is comprised of revenue from specific sources with dedicated specific allowable uses. Thirty four percent (34%) of the expenditure of these funds is governed by the Tourist Bureau Board. The Members of this Board, appointed by the Town's Commission, oversee appropriate use of this portion of the fund through the Tourism, Economic Development & Community Services (TEDACS) Director and the operations of the Tourist Bureau. The sixty six percent (66%) of Resort Tax collected goes to the General Fund of the Town predominantly to support the Community Center operations.

The Tourist Bureau is responsible for attracting visitors to Surfside's hotels, restaurants, businesses, and recreational amenities. Over the past twenty years, the Town has seen hotels converted to residential units. This change has shifted the tourism focus from international and national target markets to regional markets. Presently the primary focus is on encouraging tri-county residents to identify Surfside as their preferred short trip travel destination. This is a direct result from diminishing revenue collection due to less hotel product.

As a result of the conversion and demolition of properties, Resort Tax revenue has declined in recent history. Therefore the resident tax payers have been adversely affected by this decline in non-ad valorem revenue going to the General Fund. The advent of newly approved and proposed hotel properties will substantially reverse this trend. These include the 175 room 92nd Street extended stay hotel, the 347 room Grand Beach Hotel Surfside and the 285 condo/hotel Surf Club redevelopment.

Now is the time to have a strategic tourism plan to address up to $3 million annual anticipated resort tax revenue. This substantial increase in revenue for the Tourist Board's 34% must be accompanied by a responsible and detailed guide for its effective and efficient expenditure. The plan will provide a blue print for promoting the Town, and the new hotel properties, while giving guidance to a governing board that consists of well-meaning and impassioned residents who often lack tourism experience. The plan will also provide a program for the Town Commission to use as a measuring device for the efficient expenditure of revenues by the Tourist Board.

The Town of Surfside invited proposals from qualified providers of tourism consultant services through the advertised RFP process. The seven (7) proposers were required to have direct experience in tourism, public relations, and marketing. The scope of work provides for a comprehensive five (5) Year Tourism Strategic Plan for the Town of Surfside (Attachment 1). The contract term is for a six (6) month period with funding available from the Resort Tax Fund Reserves for the consulting service. The plan will include but is not limited to the following scope:

- Review current Resort Tax Ordinance for any suggested modifications.
- Review current governance structure (e.g.) and provide recommendations:
  - Minimum requirements/qualification for Tourist Board Membership.
  - Relationship of Tourist Board, Town Manager and Town Commission in review of annual budgets.
  - Tourist Board procedures codification including attendance, length of terms, elections of officers and maximum terms (limits).
- Five Year financial projections based on approved and proposed hotel product and related growth in downtown food and beverage revenue. The revenue projections will be presented by approved and proposed hotel product as well as food and beverage.
- Evaluate the potential (positive/negative) impact from the proposed Bal Harbour Shops expansion on the Surfside tourism product and Resort Tax collection and suggested strategies to maximize the benefits.
- Analysis of existing expenditures (marketing materials, initiatives and events) in terms of applicability to enhancing current and future tourism marketing.
- A tourism development plan with measurable outcomes.
- A process to evaluate those outcomes on an annual basis.
- A process for updating the plan annually.
- Staffing analysis to achieve planned outcomes, including possible use of outside professional services for advertising, marketing, public relations and events.
- A plan for attendance at tourism related conferences and trade shows.
- Evaluate the need for collateral materials, such as pop-up booth for trade shows, and the related costs, as well as other promotional items and souvenirs
- Identify organizations which the Tourist Board and the Town should join and include recommendations on leveraging partnerships and joint initiatives within the tourism industry and local communities.
- Analyze public relations, advertising, marketing, familiarization (fam) trips, sales missions, utilization of the web and social media, and networking opportunities as they relate to industry standards and Surfside's current and future tourism product.
- Identify niche, demographic and geographical markets that have the potential to provide visitors to Surfside.
- A focused plan, including budget recommendations, for special events, marketing and advertising with corresponding expected outcomes.

- Evaluate the potential of sponsorships and the issuing of grants as "seed money" for special events.
- Provide recommendations for the utilization of the Community Center as it relates to tourism and special events.
- Recommend data collection development and evaluation methodologies including related information technology and staffing requirements.

A selection Committee comprised of TEDACS Director Duncan Tavares, Parks and Recreation Director Tim Milian and Town Planner Sarah Sinatra Gould as well as Surfside residents Jeff Lehman - Manger The Betsy Hotel South Beach, Julia Magnani – Surfside Civic Association President, and Tourist Board Members Ricardo Maulin and Barbara Cohen met with all seven proposers on September 21, 2012. Three of the seven proposers chose to Skype in for their meetings. Each Committee member evaluated and ranked the submissions according to the formula stated in the RFP:

1. Experience and qualifications of the Proposer and assigned staff – 40 points.
2. Proposed scope of work and schedule – 40 points.
3. Cost (points formula to be assigned by Town) – 20 points.

Proposed costs ranged from $49,000 to $100,000. The lowest cost received 20 points and the highest 0 points with the other five (5) costs being assigned points based on where they were on the scale.

The firm that emerged as the most responsive and responsible bidder is CJF Marketing International (CJFMI) in association with Redevelopment Management Associates, INC. (RMA). The Committee's recommendation of this company was presented to the Tourist Board at its October 17, 2012 with CJFMI/RMA making the same presentation to the Board as they did to the RFP Selection Committee. The Board unanimously endorsed the selection of CJFMI/RMA and has forwarded their recommendation for contract award to the Town Commission as part of this Commission Communication and accompanying Resolution.

Analysis: From the onset of CJMI/RMA's presentation at the RFP Selection Committee Meeting on September 21, 2012, and their view of Surfside's potential, it became evident that, while focused on the necessity of a five year Tourism plan, we lost focus on one of the Town's potentially premier attractions – the downtown business district. The Committee and subsequently the Tourist Board on October 17, 2012 felt the responsible and wise path is to capitalize on the synergy of a revitalized hotel and downtown product by linking the two similar paths. Much of the initial research needed by the Tourism Plan would also be needed for a BID formation. Thus a Tourism Five Year Strategic Plan Consultant & Business Improvement District (BID) Organizational Plan became the logically and economically beneficial conclusion. The Downtown Vision Advisory Committee (DVAC) at its meeting on Monday October 29, 2012 agreed that this was a good strategy. RMA has already been through a competitive selection process with another municipality enabling the Town to piggyback on their Winter Park, Florida agreement. The overall agreement with CJMI/RMA (Attachment 2) incorporates all of the requirements of the RFP and the input from the Tourist Board and the DVAC Committee.

CJMI/RMA is able to commence their work on November 14, 2012 with a six (6) month completion schedule pending Town Commission approval of this Agenda Item. The resulting Tourism plan will be brought before the Tourist Board and then the Town Commission for discussion and possible adoption. The outcome of the BID component of this process requires Town Commission of the establishment of a BID which must in turn be voted on by the downtown property owners (Attachment 3).

Budget Impact: The Tourist Board has endorsed the use of Resort Tax Fund Balance (reserves) from the Resort Tax Restricted Reserves in the amount of $60,000 to be expended on Phase I (Research) and Phase II (Plan Development) of the agreement. The amount of $25,000 for Phase III (Creation of an Organizational Plan for a BID) allocated in the Town Commission approved Fiscal Year 12/13 Tourist Resort Fund Budget allocation for BID Contractual Service. No funds will be necessary from the property tax supported General Fund.

Staff Impact: Existing staff would be utilized to assist the consultant with the production of a Tourism Five Year Strategic Plan & Business Improvement District Organizational Plan.

Recommendation: The Administration, supported by the RFP Selection Committee, Tourist Board and DVAC, recommends approval of the agreement between the Town and CJMI/RMA as outlined.

TEDACS Director

Town Manager

ATTACHMENT 1

REQUEST FOR
PROPOSALS

TOURISM STRATEGIC PLAN CONSULTANT FOR THE TOWN OF SURFSIDE, FLORIDA

MIAMI-DADE COUNTY

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PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Town of Surfside is soliciting proposals to provide a five year tourism strategic plan. Interested firms/individuals ("Proposer(s)") may pick-up a copy of the Request for Proposal (**"RFP") No. 2012-03 to be issued on Thursday July 19, 2012** at the Town of Surfside, Town Hall, 9293 Harding Avenue, Town Clerk's Office, Second Floor, Surfside, Florida, 33154. The RFP contains detailed and specific information about the scope of services, submission requirements and selection procedures. It is also available on the Town's website at www.townofsurfsidefl.gov.

One (1) original, along with the a cd of the submission, plus nine (9) copies of the completed and executed submissions must be delivered to the following address no later than 2:00 p.m. Thursday, September 6, 2012.

Town of Surfside
Town Hall – Clerk's Office
9293 Harding Avenue, 2nd Floor
Surfside, Florida 33154

The envelope containing the sealed Proposals must be clearly marked as follows:

"SEALED PROPOSAL"
RFP No. 2012-03 TOURISM STRATEGIC PLAN
TIME: 2:00 P.M. THURSDAY SEPTEMBER 6, 2012

A Mandatory Pre-RFP Submission Conference is scheduled for Thursday, August 9, 2012 at 10:00 a.m. at the Town of Surfside Town Hall, 9293 Harding Avenue, Second Floor Commission Chambers, Surfside, Florida. All Proposers planning to submit Submissions are encouraged to attend this meeting. Proposers should allow sufficient time to ensure arrival prior to the indicated time.

The Town of Surfside intends to enter into an agreement with a qualified firm or individual Proposer to provide a five (5) year tourism strategic plan for the Town of Surfside, Florida.

The contract will be awarded by the Town to the Proposer whose proposal best serves the interests of, and represents the best value to the Town in accordance with the criteria set forth in this RFP.

The Town reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities, and to accept the proposal which best serves the interest of, and represents the best value to the Town.

RFP packages may be obtained from the Office of the Town Clerk, Town of Surfside, 9293 Harding Avenue, Surfside, Florida 33154 and are also available at www.townofsurfsidefl.gov .

Any questions or clarifications regarding RFP No. 2012-03 are to be directed in writing or email no later than noon on August 17th Duncan Tavares, Tourism, Economic Development, and Community Services Director, at the following address: 9293 Harding Ave., Second Floor, Surfside, Florida 33154. For further information, please contact Sandra Novoa, Town Clerk at 305-861-4863, snovoa@townofsurfsidefl.gov. All persons attending the Pre-RFP Submission Conference will receive the answer to all questions. Proposers should not rely on any representations, statements, or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

RFP Calendar:

RFP Issue Date: Thursday, July 19, 2012.

Mandatory Pre-RFP Submission Conference Date: Thursday, August 9, 2012 at

10:00 a.m..

Last Day for Questions or Clarifications: Friday, August 17, 2012 at noon.

Last addenda Final Issue Date: Wednesday, August 22, 2012.

Proposal Submission Due: Thursday, September 6, 2012 by 2:00 p.m..

Town of Surfside, Florida

REQUEST FOR PROPOSAL No. 2012-03
TOURISM STRATEGIC PLAN CONSULTANT FOR
THE TOWN OF SURFSIDE FLORIDA

1.1 INTRODUCTION

The Town of Surfside, Florida a municipality located in Miami-Dade County, Florida, requests qualified Proposers ("Proposers") to submit proposals for the provision of a five (5) year tourism strategic plan for Surfside Florida. The Town is soliciting proposals in accordance with Town Code-Chapter 3 Purchasing Procedures.

1.2 BACKGROUND

The Town of Surfside Tourist Bureau Department Director oversees the Tourism Resort Tax Fund, a subset of the Town of Surfside's budget. The Town charges a Resort Tax of four percent (4%) on revenues generated by the rental of rooms for less than six (6) months and two percent (2%) on revenues from food and beverages sold within the Town limits. For the FY 2011/12 approximately $350,000 are projected to be collected. Currently, Surfside is one of only three municipalities in Miami-Dade County eligible by Florida State Law chapter 67-930 Municipal Resort Tax, Attachment 1, to impose a Resort Tax. Miami Beach and Bal Harbour are the other two municipalities with the same capability. This unique revenue generating opportunity is also defined in the Town's Charter Chapter 69-A Resort Tax, Attachment 2.

The Resort Tax Fund, like all Special Revenue Funds, is comprised of revenue from specific sources with dedicated specific allowable uses. Thirty four percent (34%) of the expenditure of these funds is governed by the Tourist Bureau Board of the Town of Surfside. The Members of this Board, appointed by the Town's Commission, oversee the legal and appropriate use of these funds through the Tourist Bureau Director and the operations of the Tourist Bureau.

The Tourist Bureau is responsible for attracting visitors to Surfside's hotels, restaurants, businesses, and recreational amenities. Over the past twenty years, the Town has seen hotels converted to residential units. This change has shifted the tourism focus from international and national target markets to regional markets. Presently the primary focus is on encouraging tri-county residents to identify Surfside as their preferred day-trip travel destination. This is a direct result from diminishing revenue collection due to less hotel product.

As a result of the conversion and demolition of properties, the generated Resort Tax revenue declined. The Town General Fund receives sixty six percent (66%) of the revenue generated to assist with such expenses as the Community Center. Therefore the resident tax payers have been adversely affected by this decline in revenue. Within the last three years this situation has abated and the Town has seen a modest increase in revenue generated. The advent of newly approved and proposed hotel properties will substantially reverse this trend.

Now is the time to have a strategic tourism plan to address the anticipated $1-3 million annual increase in generated revenue, providing a blue print for promoting the Town, the new hotel

properties, and to give focus to a governing board that consists of well-meaning and impassioned residents who often lack tourism experience.

Funding for the Tourism Strategic Plan is available from the Resort Tax Fund. The Town's Five (5) Year Financial Plan and Tourist Bureau Fiscal Year 2011/2012 Budgets are attached as Attachment 3 and 4.

1.3 SCOPE OF SERVICES

The Town of Surfside invites Proposals from qualified providers, including established and recognized educators, of tourism consultant services. The awarded firm, individual or educational institution will need to provide a comprehensive five (5) Year Tourism Strategic Plan for the Town of Surfside. The contract term would be for a six (6) month period. Funding is available from the applicable fund for the consulting service.

1.3.1 MINIMUM REQUIREMENTS

- Qualified providers, including businesses and institutions, must have direct experience in Tourism, Public Relations, and Marketing.
- Review current Resort Tax Ordinance for any suggested modifications.
- Review of current governance structure (e.g.) and provide recommendations:
  Minimum requirements/qualification for Tourist Board Membership.
  Relationship of Tourist Board, Town Manager and Town Commission in review of annual budgets.
  Tourist Board procedures codification including attendance, length of terms, elections of officers and maximum terms (limits).
- Five Year financial projections based on approved and proposed hotel product and related growth in downtown food and beverage revenue. The revenue projections should be broken down by approved and proposed hotel product as well as food and beverage.
- Analysis of existing expenditures (marketing materials, initiatives and events) in terms of applicability to enhancing current and future tourism marketing.
- A tourism development plan with measurable outcomes.
- A process to evaluate those outcomes on an annual basis.
- A process for updating the plan annually.
- Staffing analysis to achieve planned outcomes, including possible use of professional service as it relates to advertising, marketing, and public relations for events.
- A sub-plan for attendance at tourism related conferences and trade shows.
- Evaluate the need for collateral materials, such as pop-up booth for trade shows, and the related costs, as well as other promotional items and souvenirs
- Identify organizations which the Tourist Board and the Town should join and include recommendations on leveraging partnerships and joint initiatives within the tourism industry and local communities.
- Analyze public relations, advertising, marketing, fam trips, sales missions, utilization of the web and social media, and networking opportunities as they relate to industry standards and Surfside's current and future tourism product.

- Identify niche, demographic and geographical markets that have the potential to provide visitors to Surfside.
- A focused plan, including budget recommendations, for special events, marketing and advertising with corresponding expected outcomes.
- Evaluate the potential of sponsorships and the issuing of grants as "seed money" for special events.
- Provide recommendations for the utilization of the Community Center as it relates to tourism and special events.
- Recommend data collection development and evaluation methodologies including related information technology and staffing requirements.

1.3.2 PROPOSAL EVALUATION

The successful proposal will be selected by the Town based on the following evaluation factors in no specific order:

1. Experience and qualifications of the Proposer and assigned staff – 40 points.
2. Proposed scope of work and schedule – 40 points.
3. Cost (points formula to be assigned by Town) – 20 points.

1.4 SUBMITTAL REQUIREMENTS

Proposals shall be as thorough and detailed as possible so that the Town may properly evaluate the capabilities of respective firms or individuals to provide the required services. All submittals by Proposers shall respond to the Section 1.3.1 Minimum Requirements.

Additionally, any Proposer wishing to provide the services described in Sections 1.3 above must submit one (1) original, along with the a cd of the submission, and nine (9) additional complete copies that include, at a minimum, the following documentation:

- Individual's name, company name (if applicable), and current address including, but not limited to, a business overview, financial state of the business, annual revenue for past two years, and names and addresses of all persons having financial interest in the firm.

- Outline in detail the experience and qualifications of the Proposer's entity, and the Proposer's management team, in providing similar projects/programs as the one proposed in this RFP. Provide an organizational chart of all personnel to be used on this project/program and their qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each team member to be assigned to this project/program.

- Past performance information will be analyzed on all Proposers. Proposers are to submit at least three (3) relevant clients identifying a specific contact, contact title, and telephone number. The Town reserves the right to verify any information submitted by Proposer in this process.

- Proof of authorization to transact business in Florida as well as any other supporting documentation as the Proposer deems necessary to demonstrate the capability to provide and implement the services as outlined in this RFP.

- The successful Proposer will be responsible for providing the necessary personnel to conduct all services associated with this RFP and will comply with all federal, state, and local laws related to minimum wage, social security, non-discrimination, Americans with Disabilities Act ("ADA"), unemployment compensation, and workers' compensation.

- Sworn statement pursuant to Section 287.133(3)(A), Florida Statutes, regarding Public Entity Crime, a copy of which is attached hereto Attachment 5.

- Completed Non-collusive, Drug Free Workplace, and Anti-Kickback Affidavits, copies of which are attached hereto as Attachments 6, 7, and 8 respectively.

- Proof of insurance

1.5 SELECTION, AWARD OF CONTRACT AND PROTEST PROCEDURES

1.5.1 The Award of the Contract will be to the entity the Town believes is the most Responsive and Responsible Proposer. In no case will an Award be made until all necessary investigations have been made into the responsibility of the Proposer and the Town Manager is satisfied that the Proposer is qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work in the specified timeframes.

1.5.2 If the Town accepts a Proposal, the Town will provide a written notice of Award to the Responsive and Responsible Proposer, who meets the requirements of Section 1.3.1 and the Town, will negotiate a contract.

1.5.3 The Town, if unable to negotiate a reasonable price with one vendor, may enter into negotiations with other qualified proposers.

1.5.4 The Town will select the most qualified Proposer whose proposal best serves the interests of and represents the best value to the Town. The Town will act, at its sole discretion, in what it considers to be in the best interest of the Town. The Town will evaluate the comparable experience, capability, project management, workload, financial strength, and other factors the Town deems pertinent and will select the Proposer that it deems to be most qualified. The Town will be the sole judge in determining the most qualified firm.

1.6 CONTRACT EXECUTION

A contract will be negotiated and executed between the selected Proposer and the Town. The successful operation of this contract requires that the selected Proposer act in good faith in all matters relating to carrying out the project and the interpretation of the contract documents.

1.7 CHANGES/ALTERATIONS

Proposers may change or withdraw a response at any time prior to the submission deadline; however, no oral modifications will be allowed. Written modifications shall not be allowed following the submission deadline.

1.8 INSTRUCTIONS

Careful attention must be given to all requested items contained in this RFP. Proposers are required to submit Proposals in accordance with the Requirements of this RFP.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

One (1) original plus nine (9) copies of the completed and executed proposal must be delivered by the deadline in a sealed envelope or box. Proposers shall make the necessary entry in all blanks provided for the responses. The entire set of documents, together with all attachments hereto, constitutes, the RFP, each proposer must return these documents timely with all information necessary for the Town to properly analyze the response in total and in the same order in which it was issued. All responses to this RFP shall be returned in a sealed envelope or package with the following noted on the outside of the envelope:

"SEALED PROPOSAL"

RFP NO. 2012-03 TOURISM STRATEGIC PLAN CONSULTANT
for Town of Surfside, Florida.
OPENING DATE AND TIME: 2:00 p.m. Thursday September 6, 2012

1.9 DISCREPANCIES, ERRORS, AND OMISSIONS

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported electronically in writing to Sandra Novoa, Town Clerk (snovoa@townofsurfsidefl.gov). Should it be necessary, a written addendum will be incorporated into the RFP. The Town will NOT be responsible for any oral instructions, clarifications, or other communications.

1.10 DISQUALIFICATION

The Town reserves the right to disqualify responses before or after the submission deadline, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposers. The Town also reserves the right to waive any immaterial defect or informality in any responses to this RFP to cancel or postpone AT ANY TIME DURING THE SUBMITTAL PROCESS; to reject any or all responses in whole or in part; or to reissue an RFP for the services described herein.

1.11 SUBMISSION RECEIPT/WITHDRAWAL

1.11.1 Sealed responses will be accepted in accordance with the instructions detailed on the cover of this RFP. The Proposer shall file all documents necessary to support its response and shall include them with its Proposal. Each Proposer shall be responsible for the actual delivery of responses no later than 2:00 p.m. Thursday September 6, 2012, at the Town of Surfside Town Hall, 9293 Harding Avenue, Second Floor Commission Chambers, Surfside, Florida.

1.11.2 A Proposer may withdraw his Proposal at any date and time prior to the time the Proposals are scheduled to be opened and may be resubmitted by the scheduled opening. Proposals may not be cancelled or modified after the submission deadline.

1.12 CAPITAL EXPENDITURES

The selected Proposer understands that any capital expenditures that the selected Proposer makes, in order to perform the services required in this RFP, is a business risk. The Town, however, is not and shall not pay or reimburse any capital expenditures or any other expenses, incurred by any Proposer.

1.13 HOLD HARMLESS AND INDEMNIFICATION

All Proposers shall hold the Town, its officials and employees harmless and covenant not to sue the Town, its officials and employees in reference to the town's decision to reject, award, or not award a RFP, as applicable. Additionally, the selected Proposer shall indemnify, defend and save harmless the Town, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of the Proposer's performance of its services under this RFP, or by or in consequence of any negligence (excluding the sole negligence of the Town), in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said selected Proposer or his Sub-Proposer, agents, servants or employees. The selected Proposer shall indemnify, defend and hold harmless the Town and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work described in the RFP, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the selected Proposer, Sub-Proposer, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

1.14 RESERVATION OF RIGHTS

While pursuing this RFP process, the Town reserves the right to:

1.14.1 Accept any or all responses, and the right, in its sole discretion, to accept the Proposer who will best serve the interests of, and represent the best value to.

1.14.2 Reject any and all qualifications and to seek new qualifications when such a procedure is reasonably in the best interest of the Town.

1.14.3 Investigate the financial capability, integrity, experience, and quality of performance of each Proposer, including officers, principals, senior management, and supervisors, as well as staff identified in the response to RFP.

1.14.4 Investigate the Proposer's qualifications or any of its agents, as it deems appropriate.

1.14.5 Conduct personal interviews of any or all Proposers prior to selection (the Town shall not be liable for any costs incurred by the Proposer(s) in connection with such interviews).

1.14.6 Waive any of the immaterial conditions or criteria set forth in this RFP.

1.14.7 The Town reserves the right on any advertised selection process to decide whether to select a firm based on submission received in response to this RFP or whether to hold interviews with the firms the Town deems best qualified for the project.

1.14.8 The Town may issue an addendum in response to any inquiry received, prior to Proposal opening, which changes, adds to, or clarifies the terms or provisions of this solicitation. The Proposer shall not rely on any representation, statement, or explanation whether written or verbal, other than those made in this invitation or any addenda issued. Where there appears to be a conflict between this invitation and any addenda, the last addendum shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda, and any accompanying documentation.

1.15 ADDITIONAL INFORMATION AND CLARIFICATIONS

- Questions regarding this RFP must be submitted electronically, no later than August 17, 2012 by noon to:

  Sandra Novoa
  Town Clerk
  Town of Surfside
  9293 Harding Avenue
  Surfside, FL 33154
  Telephone: (305) 861-4863
  Email: snovoa@townofsurfsidefl.gov

- The opening of the Proposals will be in the Town Hall Commission Chambers, Second Floor, 9293 Harding Avenue, Surfside, Florida 33154 at the stated time.
- Proposals will be opened publicly and the name of the Proposers will be read aloud at this time.
- The Town is under no obligation to return the Proposals.
- The Town will not be liable for any cost incurred in the preparation of the response to RFP.
- The Proposals shall be prima facie evidence that the Proposer has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.

- The Proposers shall furnish the Town with such additional information as the Town may reasonably require.
- Under no circumstance should any prospective Proposer or anyone acting on their behalf, seek to influence or to gain the support of any member of the Town Commission, Tourist Board or Town Staff favorable to the interest of the prospective Proposer. Likewise, contact with the Town Commission, Tourist Board or Town Staff against the interest of other prospective Proposers is prohibited. Any such activities shall result in the exclusion of the prospective Proposer from consideration by the Town.
- The Town must be satisfied that the Proposer demonstrates the ability to meet the requirements of the RFP.

1.16 INSURANCE REQUIREMENTS

The Contractor shall secure and maintain throughout the duration of the Contract insurance of the type and in the amount specified below and shall demonstrate its ability to do so. Any exceptions to the insurance requirements in this section must be approved in writing by the Town.

Comprehensive General Liability ("CGL") insurance, with minimum limits of half a Million Dollars ($500,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, and One Million Dollars ($1,000,000) aggregate.

Worker's Compensation, as required by law, but with no less than $1,000,000 for Employer's Liability.

1.17 LAWS AND REGULATIONS

All applicable laws and regulations of the Federal Government, State of Florida, Special Districts, and ordinances of Miami-Dade County and the Town shall apply to any Contract awarded as a result of this Request for Proposal. Specific reference is made to Town Ordinance 09-1543 which allows a five (5%) per cent local preference in scoring to holders of current Town Local Business Tax Receipts for business which are physically located with the Town of Surfside limits and three (3%) per cent to local businesses located within a ten (10) mile radius of the Town's corporate limits.

1.18 TRADE SECRETS

Contractors should not send trade secrets. If, however, trade secrets are claimed by any respondent they will not be considered as trade secrets until the Town is presented with the alleged secrets together with proof that they are legally trade secrets. The Town will then determine whether it agrees and consents that they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the Town before obtaining the Town's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

1.19 ETHICS

Contractor warrants and represents that it will abide by the Conflict of Interests laws and Code of Ethics as adopted or applied to the Town of Surfside.

1.20 BEST PRICING OFFER AND PREFERRED PRICE COMPLIANCE

1.20.1 Best Pricing Offer. During the Contract term, if the Town becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a service outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Town the price under the Contract shall be immediately reduced to the lower price.

1.20.2 Preferred Price Compliance. In accordance with section 216.0113, F.S., the Contractor is required to submit, at least once during the term of the Contract, Affidavit from an authorized representative of the Contractor attesting that the Contract is in compliance with section 1.20.1, Best Pricing Offer. Contractor's failure to comply with section 1.20.1 may be ground for terminating the Contract, at the Town's sole discretion. The Town shall distribute the Affidavit form to be used by the Contractor upon Contract Formation.

1.21 ATTACHMENTS

Attachment "1" Florida Law, Chapter 67-930 Municipal Resort Tax
Attachment "2" Town Charter Resort Tax
Attachment "3" Town of Surfside Five (5) Year Financial Plan
Attachment "4" Tourist Bureau Fiscal Year 2011/2012 Budget
Attachment "5" Public Entity Crime Affidavit
Attachment "6" Non-Collusive Affidavit
Attachment "7" Drug Free Workplace Affidavit
Attachment "8" Anti-Kickback Affidavit

Attachments "1" through "8"

(see page 2 of RFP),

included with the advertised RFP,

are available upon request.

Attachment “2”

Will be delivered under separate cover

ATTACHMENT 3

TOWN OF SURFSIDE
Office of the Town Attorney

MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009

Lynn M. Dannheisser
Town Attorney

Telephone: 305 993-1065

MEMORANDUM

TO: Roger Carlton, Town Manager
Duncan Tavares, TEDACS Director

FROM: Lynn M. Dannheisser, Town Attorney
Sarah Johnston, Esq.

DATE: June 25, 2012

SUBJECT: Business Improvement District Process

CREATION OF A BUSINESS IMPROVEMENT DISTRICT (BID)

1. *Local planning ordinance*–Town passes ordinance authorizing the creation of a BID.

2. *Enacting Ordinance*-Town then declares a need for a BID and creates a district with an enacting ordinance setting forth:
    - Conditions creation of the BID on referendum approval
    - Authorizes the BID to levy ad valorem tax (up to 2 mills annually)
    - Authorizes the use of special assessments to support planning and implementation of the BID (subject to Fla. Stat. §163.514)
    - Specifies boundaries, size, and name of the district
    - Authorizes the district to receive a planning grant
    - Provides for the appointment of a 3-member board of directors for the BID
    - May authorize the BID to exercise eminent domain
    - May limit the uses of the BID powers granted in Fla. Stat. §163.514
    - Must notify Dept. of Legal Affairs and Dept. of Economic Opportunity of establishment within 30 days.

- May authorize BID to develop and implement community policing (in consultation with local law enforcement).

3. *Special Assessment Resolution*-A resolution declaring the intent to assess a special assessment shall be passed and shall include:
    - an assessment plot showing the area to be assessed, plans/specifications, and an estimate of the cost of proposed improvements, details of the proposed programs, services, and projects, and a cost estimate (as part of a Business Plan and Budget) shall be available for inspection
    - a preliminary assessment roll shall be on file for inspections

4. *A referendum shall be held within 120 days after*:
    - the Town enacts an ordinance declaring a need for the BID and creating the district OR
    - a petition with 40% of electors of the proposed BID or 20% of the property owners of the proposed BID calling for a referendum to determine whether the BID shall be created.

5. *Compilation of the affected registered voters*-The referendum to implement a BID requires that within 45 days of enacting the ordinance (creating the BID) or presentation of a petition (requesting a referendum) the Town Clerk/Supervisor of Elections shall compile a list of the registered voters in the proposed BID.

6. *Notification of affected registered voters*-Within 45 days of creation of the registered voter list the Town Clerk/Supervisor of Elections shall notify each person on the list of the date of the upcoming election, the taxing authority, and method for voting (other items to be included in the notice are detailed in Fla. Stat. §163.511) Any person who should but does not appear on the list compiled by the Town Clerk may register to vote. The registration list shall remain open for 75 days after enactment of the ordinance creating the district.

7. *Ballot is mailed*-Within 15 days after closing the registration list the Town Clerk/Supervisor of Elections shall send a ballot to each voter on the registration list. The ballot language and method for filling out is detailed in Fla. Stat. §163.511.

8. *Appointment of the BOD*-Within 30 days of the approval of the creation of the BID the Town Commission shall, by a majority, appoint the three directors for staggered 3-year terms. Fla. Stat. §163.511 sets forth the make-up, initial terms, and organization of the board.

9. *Time limitation*-The BIDS are limited to a 10-years of operation, continuation beyond that time-frame is subject to referendum approval.

10. *Special Assessment Public Hearing*-Subsequent to a referendum authorizing creation of a BID and after completion of a preliminary assessment roll the Town shall by resolution fix a time and place at which the owners of the property to be assessed can be heard.
    - the date, time, and place of a duly noticed Public Hearing to the be held by the Town Commission following approval of a majority of the affected property owners

Business Improvement District Creation Process

Ordinance authorizing creation of a BID is passed.
Attachment "A"

Ordinance declaring need for a BID and creating the district is passed.

A Referendum shall be held within 120 days.

- Within 45 days of enacting ordinance a list of registered voters shall be compiled.
- Within 45 days of creation of the list of registered voters each person shall be notified of upcoming election.
- The registration list shall remain open for 75 days after the enactment ordinance.
- The ballot for the referendum shall be sent within 15 days after closing the registration list.

Within 30 days of the approval of the creation of the BID, the Town Commission shall appoint 3 directors.

A resolution declaring the intent to assess special assessment is passed.

A resolution fixing the time and place at which the affected property owners shall be heard regarding the special assessment is passed.

Item 5A

Resolution

Will be delivered under separate cover

Commission Communication

Agenda #: 5B

Date: November 13, 2012

Subject: Employee Health Benefits Retroactive Contract Renewal for FY12-13.

Objective: To provide all employees with Health Insurance coverage(s) and other benefits for FY12-13.

Recommendation: Health insurance premium rates continue to rise each year as the cost of medical treatment increases. It was through the diligent efforts of staff and the Town's Insurance Agent of Record Stan Bershad, CLU to successfully negotiate a rate increase of 10.0% from an initially proposed 15.0% from our existing carrier-UnitedHealth Care/Neighborhood Health Plan (UHC/NHP). Therefore, it is recommended that the Town Commission adopt the attached resolution retroactively renewing UHC/NHP as our health insurance contract carrier. The summary coverages are included in the package.

Background: Our current contract with UHC/NHP expired on September 30, 2012. The Town has had coverage with UHC/NHP since October 1, 2010 and said coverage will continue to September 30, 2013.

Stan Bershad is our Insurance Agent of Record for Employee Health, Disability, Life, Dental and all other related benefits programs. He was directed by Staff to renegotiate the existing plan or find an acceptable alternative plan from another carrier with the goal of keeping the cost increase to the lowest level possible while minimizing the impact on our employee coverages.

Stan Bershad met frequently with Staff since March 2012 to find alternatives and worked intensely with many insurance carriers in the market. He gathered a great

amount of historical data and obtained the group medical history questionnaires based on employees who are eligible for coverage. He then submitted the data and was able to obtain seven proposals including Aetna, AvMed, BlueCross, CIGNA, Coventry, Humana, and UHC/NHP. All proposals were analyzed and it was determined that the UHC/NHP renewal offer was the most favorable. The initial proposal from UHC/NHP was 15% and through negotiation was reduced to 10.0 % which represents $36,127 savings.

SUPPLEMENTAL BENEFIT PLANS:

Staff is recommending that we remain with Mutual of Omaha for our Dental, Life insurance, Short-Term and Long-Term Disability. The rates for Life Insurance and Short Term and Long Term disability did not change from the FY 11/12 rates. Stan Bershad was able to negotiate an increase to the group's life insurance benefit to be equal to one time the employees annual salary up to $125,000. The previous life insurance benefit was capped at $50,000. The Town will continue its coverage with Mutual of Omaha for the sixth year.

A major reason for obtaining acceptable rates is attributable to the Town continuation of coverage with the same insurance carrier and intense negotiations by our insurance agent. In consideration and in accordance with a competitive bid process, the Town Commission has contracted with Stan Bershad in the amount of $15,000 annually. This fixed rate has eliminated past practice of our benefit consultant receiving a variable commission from the carrier based on total insurance dollars in-force – a process clearly not in the Town's interest due to the inherent conflict for an agent receiving compensation based on total premium dollars.

Analysis: **SUMMARY BENEFIT RECAP: (Attachment A)**

1. A Town contribution employee only coverage will be increased up to 10.0% monthly.
2. Employees who select dependent coverage will also be increased up to 10.0% monthly.
3. Two (2) additional lower cost coverage options will be available to employees. Continued rates at no increase for Life and Disability insurance. The Dental

insurance contract rates had no increase for the past three (3) years. The renewal for Dental coverage has a rate increase of 42% paid by the employees. The 42% increase represents out of pocket increases of $6.35 biweekly for single coverage, $14.53 biweekly for employee and spouse coverage, $12.52 biweekly for employee and children coverage and $20.97 biweekly for family coverage. This will impact 70 of our employees.

4. An Employee Assistance Program (EAP) fully integrated with Mutual of Omaha provides help to employees experiencing personal problems in a confidential matter;

5. No cost Flexible spending accounts benefit services provided by United HealthCare/Neighborhood Health Plan provides tax benefits to employees electing this service.

Budget Impact: The UHC/NHP contract total cost **(Town plus employee contribution)** is estimated at $ 794,782. for FY 12/13. However, based on final Town employee decisions during our open enrollment period which was completed on September 20, 2012, the Town's contribution portion is estimated at approximately $ 668,057 which was allocated within the FY 12/13 budget.

Staff Impact: Each year at renewal time in September, an "open enrollment" training session is held for employees desiring coverage. Once employees make their decisions, the administration is handled by the carriers along with oversight and assistance from Stan Bershad.

Final Comment: The reason this item is being brought retroactively is that the final health insurance pricing is not known until mid-September and the open enrollment season must be held before renewal on October 1, 2012. The documents were not presented by UHC/NHP until after the October 9, 2012 Town Commission meeting.

Yamileth Slate-McCuas
Human Resources Director

Town Manager

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, RETROACTIVELY APPROVING THE GROUP HEALTH PLAN WITH UNITED HEALTHCARE/ NEIGHBORHOOD HEALTH PLAN AND THE DENTAL, TERM LIFE INSURANCE, ACCIDENTAL DEATH, SHORT TERM DISABILILTY, AND LONG TERM DISABILITY WITH MUTUAL OF OMAHA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Surfside, Florida ("TOWN") on May 11, 2010 by Resolution 10-1939 retained the Stanton M. Bershad, CLU to become agent of record and secure and analyze the best proposals from competitive health care and other benefit providers for the Town of Surfside employees every year; and

WHEREAS, this task has been completed and the Town of Surfside wishes to continue to engage and renew with United Healthcare/Neighborhood Health Plan and Mutual of Omaha to arrange for the delivery of health and other benefits for FY 12/13, for qualified Town of Surfside Subscribers ("Subscribing Group"); and

WHEREAS, the Town Commission believes that it is in the best interest of the Town to retroactively accept the proposal of this company attached as Attachment "A".

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization. The Town Commission hereby authorizes the Town Manager and the Town Attorney to retroactively enter into an agreement with United

Healthcare/Neighborhood Health Plan and Mutual of Omaha for group health and other benefits, based on the terms of the proposals attached hereto as Attachment "A" and authorizes the Town Manager and Town Attorney to do all things necessary to effectuate this Contract.

Section 3. **Effective Date**. This Resolution shall become effective October 1, 2012.

PASSED and **ADOPTED** on this _____ day of _____, 2012

PASSED AND ADOPTED this _____ day of _____, 2012.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Joseph Graubart ____
Commissioner Michelle Kligman ____
Commissioner Marta Olchyk ____
Vice Mayor Michael Karukin ____
Mayor Daniel Dietch ____

_____
Daniel Dietch, Mayor

ATTEST:

_____
Sandra Novoa, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:

_____
Lynn M. Dannheisser
Town Attorney

UnitedHealthcare

Medical Proposed Rates with Alternate Plan Designs

Customer Name: TOWN OF SURFSIDE
Medical Policy: 008H9525
Renewal Date: October 1, 2012

• *The numbers below are on an illustrative basis. Rates are subject to Underwriting approval.*

	Option 1: Current		Option 2: Current		Option 3: Current		Option 4 NEW	
Plan Name	7EF-P (BASE CH+ INS) Rx Plan: 05U / 5U		DVD-P (Open Access HMO) Rx Plan: AK / NHP RX		EVC-P (Open Access HMO) Rx Plan: AK / NHP RX		FXZ-P (Trad w/ Copay) Rx Plan: FT / FT	
Product	Choice Plus * Insurance		Choice Plus * HMO		Choice * HMO		Choice Plus * Insurance	
Option	National 1		B19183		B19183			
Plan Offering	Multiple Option		Multiple Option		Multiple Option		Single Option	
Multiple Option with:	Option(s) <enter #(s)>		Option(s) <enter #(s)>		Option(s) <enter #(s)>		Option(s) N/A	
HRA or HSA	No		No		No		No	
Benefits*	Network Single/Family		Network Single/Family		Network Single/Family		Network Single/Family	
Office Copay (PCP/SPC)	$15 Per Visit		$15/25 Per Visit		$15/25 Per Visit		$20/$35 Per Visit	
Other Copays (IP/ER/UC)	N/A/$100/$35		$250/day x 5/$100/$50		$250/day x 5/$100/$50		N/A/$200/$75	
Other	N/A		N/A		N/A		N/A	
Deductible	$250/500		N/A		N/A		$250/$750	
Coinsurance	100%		100%		100%		100%	
Out-of-Pocket	$250/500		$1,500/3,000		$1,500/3,000		$250/$750	
Pharmacy	$10/35/60/100/30%		$10/35/50/20%		$10/35/50/20%		$10/35/60/20%	
	Out of Network Single/Family		Out of Network Single/Family		Out of Network Single/Family		Out of Network Single/Family	
Deductible	$500/1000		$500/1,000		NA		$1000/$2000	
Coinsurance	80%		50%		NA		70%	
Out of Pocket	$3000/6000		$3,000/6,000		NA		$15000/$30000	
Enrollment								
Employee	28		8		9		45	
Employee + Spouse	8		0		3		11	
Employee + Child(ren)	10		0		1		11	
Employee + Family	13		2		1		16	
Total	59		10		14		83	
	Rates (Billed)		Rates (Billed)		Rates (Billed)		Rates (Billed)	
Rates	Current	Proposed	Current	Proposed	Current	Proposed	Current	Proposed
Employee	$442.08	**$486.29**	$407.57	**$448.33**	$385.22	**$423.74**		**$463.14**
Employee + Spouse	$946.05	**$1,040.66**	$872.20	**$959.42**	$824.37	**$906.80**		**$991.12**
Employee + Child(ren)	$901.84	**$992.03**	$831.44	**$914.58**	$785.84	**$864.42**		**$944.80**
Employee + Family	$1,352.77	**$1,488.05**	$1,247.17	**$1,371.89**	$1,178.76	**$1,296.63**		**$1,417.21**
Monthly Cost	$46,551	**$51,206**	$5,755	**$6,330**	$7,905	**$8,695**		**$64,812**
Annual Cost	$558,613	**$614,476**	$69,059	**$75,965**	$94,857	**$104,341**		**$777,741**
Change from Current	**10.0%**		**10.0%**		**10.0%**			

**High level benefit summary. Please see your plan summary for more detailed benefit description.*

The numbers above are on an illustrative basis. Rates are subject to Underwriting approval.

For markets moving to service fees, current rates (applicable for renewals only) include commission expenses. Proposed rates, for your convenience, include any applicable producer service fees. Producer service fees are not a contingency of obtaining insurance coverage but are fees agreed to between you (client) and your producer/service provider for service rendered on behalf of client.

For markets continuing to pay commissions, both the current (applicable for renewals only) and proposed rates include commissions.

UnitedHealthcare

Medical Proposed Rates with Alternate Plan Designs

Customer Name: TOWN OF SURFSIDE
Medical Policy: 008H9525
Renewal Date: October 1, 2012

• *The numbers below are on an illustrative basis. Rates are subject to Underwriting approval.*

	Option 5 NEW		Option 6 NEW	
	CVD-P (Referral Required *) Rx Plan: AK / NHP RX		FVC-P (Referral Required *) Rx Plan: AK / NHP RX	
Plan Name				
Product	Choice Plus * HMO		Choice * HMO	
Option				
Plan Offering	Single Option		Single Option	
Multiple Option with:	Option(s) N/A		Option(s) N/A	
HRA or HSA	No		No	
Benefits*	Network Single/Family		Network Single/Family	
Office Copay (PCP/SPC)	$15/25 Per Visit		$15/25 Per Visit	
Other Copays (IP/ER/UC)	$250/day x 5/$100/$50		$250/day x 5/$100/$50	
Other	N/A		N/A	
Deductible	N/A		N/A	
Coinsurance	100%		100%	
Out-of-Pocket	$1,500/3,000		$1,500/3,000	
Pharmacy	$10/35/50/20%		$10/35/50/20%	
	Out of Network Single/Family		Out of Network Single/Family	
Deductible	$500/1,000		NA	
Coinsurance	50%		NA	
Out of Pocket	$3,000/6,000		NA	
Enrollment				
Employee	45		45	
Employee + Spouse	11		11	
Employee + Child(ren)	11		11	
Employee + Family	16		16	
Total	83		83	
	Rates (Billed)		Rates (Billed)	
Rates	Current	Proposed	Current	Proposed
Employee		**$406.09**		**$377.23**
Employee + Spouse		**$869.03**		**$807.27**
Employee + Child(ren)		**$828.42**		**$769.55**
Employee + Family		**$1,242.64**		**$1,154.33**
Monthly Cost		**$56,828**		**$52,790**
Annual Cost		**$681,939**		**$633,476**
Change from Current				

**High level benefit summary. Please see your plan summary for more detailed benefit description.*

The numbers above are on an illustrative basis. Rates are subject to Underwriting approval.

For markets moving to service fees, current rates (applicable for renewals only) include commission expenses. Proposed rates, for your convenience, include any applicable producer service fees. Producer service fees are not a contingency of obtaining insurance coverage but are fees agreed to between you (client) and your producer/service provider for service rendered on behalf of client.

For markets continuing to pay commissions, both the current (applicable for renewals only) and proposed rates include commissions.

UnitedHealthcare
Medical Quote Assumptions

Customer Name: TOWN OF SURFSIDE
Medical Policy: 008H9525
Renewal Date: October 1, 2012

The rates quoted here are based on the following assumptions. Changes to these assumptions may result in an adjustment to rates or revocation of the quote.

Medical Quote Assumptions

- Rates are guaranteed for the contract period of 10/1/12 through 9/30/13.
- UnitedHealthcare is the only carrier offered.
- UnitedHealthcare reserves the right to adjust the rates if the enrollment varies by +/- 10% from the submitted census.
- Employer contributes a minimum of 50% toward the employee only rates and 0% toward the dependent rates.
- Requires a minimum participation level of 75%.
- COBRA continuees make up 10% or less of covered employees.
- Rates do not include commissions.

- Renewal assumes no out of area or retiree lives.
- Unless otherwise stated, this offer replaces and renders all previous offers null and void.
- Medical plans from the 2001 COC and 2007 COC can NOT be combined for a dual/triple option

UnitedHealthcare reserves the right to adjust the rates and/or fees (i) in the event of any changes in federal, state or other applicable legislation or regulation; (ii) in the event of any changes in Plan design required by the applicable regulatory authority (i.e. mandated benefits) or by the Plan Sponsor; and (iii) as otherwise permitted in our policy.

Renewal of current plans assumes the same percentage contribution to the employee premium that was in effect on March 23, 2010. Changes to the contribution level may cause a loss of grandfathered status under the Federal Patient Protection and Affordable Care Act. Please consult with legal counsel concerning compliance with the requirements of that Act.

This quote includes 0.00% commissions.

Agents may receive commissions and other compensation from us for sale and solicitation of the products in this proposal and these costs may be directly or indirectly reflected in your premium (for fully insured business) or fee (for self funded business). Separately, in certain fully insured markets, you may have elected to contract with producers/service provider to provide services directly to your group health plan and have agreed to pay them a 'service fee'. Since 'service fees' are not a contingency of the purchase of health insurance such fees are not part of your premium but for your convenience may have been included in total amount due. Both agent compensation and producer/service provider compensation is subject to disclosure on Form 5500 for group health plans subject to ERISA.

SOUTH FLORIDA GROUP OFFICE
MUTUAL OF OMAHA
1000 SAWGRASS CORPORATE PARKWAY
SUITE 158
SUNRISE, FL 33323-0000

PHONE: (866) 660-0828
FAX: (954) 845-6077

July 2, 2012

Stanton Bershad
Post Office Box 546170
Surfside, FL 33154

Re: Town of Surfside
Group #: **G000369G**

Dear Stanton:

Thank you for choosing Mutual of Omaha as your client's benefits provider. It has been our pleasure to provide Town of Surfside with group benefits and services that are unique to your client's individual needs. Mutual of Omaha is committed to providing unparalleled service that will meet the needs of our customers.

Each renewal period, we analyze current benefit and rate structures to determine the appropriate rates for continued group insurance protection for your valued employees. This process includes recalculation of the premium rates to reflect factors like:

- plan features
- demographics
- nature of business
- experience
- any adjustments to our underlying rate structure

Based upon our review, your renewal rates, effective 10/1/2012, are as follows:

Coverage	Rate Basis	Current Rate	Current Monthly Premium	Renewal Rate	Renewal Monthly Premium	Renewal Monthly Premium Change	Rate Guarantee Date
Employee Term Life - Class 1	Per $1,000	$0.210	$685.14	$0.210	$685.14	$0.00	10/1/2014
Employee AD&D - Class 1	Per $1,000	$0.03	$97.88	$0.030	$97.88	$0.00	10/1/2014
Employee Term Life - Class 2	Per $1,000	$0.210	$0.00	$0.210	$0.00	$0.00	10/1/2014
Short-Term Disability	Per $10 of Weekly Benefit	$0.300	$1,324.32	$0.300	$1,324.32	$0.00	10/1/2014
Voluntary Term Life - Employee	Per $1,000	$0.39	$561.60	$0.390	$561.60	$0.00	10/1/2014
Voluntary AD&D Employee	Per $1,000	$0.03	$43.20	$0.030	$43.20	$0.00	10/1/2014
LTD	Per $100 of Monthly Covered Payroll	$0.380	$1,231.03	$0.380	$1,231.03	$0.00	10/1/2014

Coverage	Rate Basis	Current Rate	Current Monthly Premium	Renewal Rate	Renewal Monthly Premium	Renewal Monthly Premium Change	Rate Guarantee Date
Dental (Monthly Rate)	EE Only	$33.05	$4,283.51	$46.810	$6,066.54	$1,783.03	10/1/2013
	EE and Spouse	$75.69		$107.190			
	EE and Child	$65.17		$92.290			
	EE and Family	$109.19		$154.640			
		Premium Totals	$8,226.68		$10,009.71	**$1,783.03**	

The monthly premium shown is based upon current billed lives and volume.

We appreciate your business and look forward to the continued opportunity to meet your group insurance needs. If you have any questions or if we can be of further assistance, please contact me at (866) 660-0828 or Karen.Plunkett@mutualofomaha.com.

Sincerely,

Karen Plunkett
Account Executive

YOUR GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Town of Surfside

All eligible active employees

UNDERWRITTEN BY:
UNITED OF OMAHA LIFE INSURANCE COMPANY
MUTUAL OF OMAHA PLAZA
OMAHA, NEBRASKA 68175

Revised October 1, 2012

HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

CLAIM ASSISTANCE

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company
Mutual of Omaha Plaza
Omaha, Nebraska 68175
Call Toll-Free: 1-800-775-8805

When contacting the Company please have your policy number available. Your policy number is GLUG-369G.

This Certificate provides life insurance benefits for the employees and dependents, if applicable, of Town of Surfside, 9293 Harding Avenue, Surfside, FL, 33154 under GLUG-369G. The employee shall be given a copy of the group enrollment form. The benefits are payable to the beneficiaries of record designated by the employee.

GROUP TERM LIFE AND AD&D INSURANCE SUMMARY OF COVERAGE

Town of Surfside
GLUG-369G
Revised: October 1, 2012
All eligible active employees

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Life Insurance Benefit for You	An Amount of Life Insurance equal to Your Annual Salary up to $125,000. In no event will the Amount of Life Insurance be less than $1,000. Any Amount of Life Insurance not a multiple of $1,000 will be changed to the next higher multiple of $1,000. Annual Salary means Your gross Annual Salary received from the Policyholder and in effect immediately prior to the date of loss, as determined by the Policyholder. It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder. Note: In the event of death, the benefit paid will equal the benefit amount after any age reductions less any living benefits previously paid under the Policy.
Reductions	Your Life Insurance Benefits will reduce to: • 65% at age 65 • 50% at age 70 If You are age 65 or older on the day You become insured under the Policy, the reduction will be made in accord with Your attained age. Life Insurance Benefits end on the date of Your retirement.

Accidental Death and Dismemberment Benefit for You	A Principal Sum equal to the amount of Your Life Insurance Benefit. If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such reduction will not apply to this Accidental Death and Dismemberment Principal Sum.
EMPLOYEE ELIGIBILITY	
Minimum Work Hours Required	32 hours per week
Eligibility Waiting Period	30 days
Confinement Rule	If an eligible Employee is confined due to an Injury or Sickness or not available for work because of an Injury or Sickness, insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Employment.
When Insurance Begins	An Employee will become insured on the first day of the Policy month which coincides with or follows the day the Employee becomes eligible, provided the Employee is Actively Working on that day.
When Your Classification or the Amount of Insurance Changes	Any change in Your classification, coverage or amount of Your insurance will take effect on the day of the change, provided You are Actively Working on that day. If You are not Actively Working on the day of the change, the following conditions will apply: • If the change involves an increase in the amount of insurance, the change will not take effect until the day You return to Active Work. • If the change involves a decrease in the amount of insurance, the change will take effect on the day of the change.
When Your Insurance Ends	Your insurance will end at midnight at the main office of the Policyholder on the earliest of: • the day the Policy terminates; • the day any premium contribution for Your insurance is due and unpaid; • the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less); or • the last day of the Policy month in which You are no longer eligible. You will no longer be eligible when the earliest of the following occurs: • You are not in an eligible classification described in the Schedule; • Your employment with the Policyholder ends; • You are not Actively Employed; or • You do not satisfy any other eligibility condition described in the Policy.
FEATURES	
Living Benefits Option For You	50% of the amount of the Life Insurance Benefit is available to You if You incur a Terminal Condition, but not to exceed $100,000. Terminal Condition means an Injury or Sickness expected to result in Your death within 12 months and from which there is no reasonable prospect of recovery as determined by Us.
Continuation Due to Layoff or Leave of Absence	Your insurance will continue subject to payment of premium until the last day of the Policy month in which You have been laid off or go on a leave of absence approved by the Policyholder.
Waiver of Premium	If You are determined to be Totally Disabled, Your Life Insurance Benefit will continue without payment of premium until age 65 provided the disability began prior to age 60 and You have met a disability elimination period of 9 consecutive months.

Conversion	If Your employment ends, You may apply for an individual life insurance policy without evidence of good health. You will be responsible for the premium for the coverage.

AD&D BENEFIT SCHEDULE

The AD&D Benefit is paid if an employee is injured as a result of an Accident, and that Injury is independent of Sickness and all other causes. Benefits are paid as indicated below:

Loss	**Benefit**
• Life • Both Hands • Both Feet • Entire Sight of Both Eyes • One Hand and One Foot • One Hand and Entire Sight of One Eye • One Foot and Entire Sight of One Eye • Speech and Hearing (both ears)	Principal Sum
• Entire Sight of One Eye • Speech or Hearing (both ears) • One Hand or One Foot	One-half Principal Sum
• Loss of Thumb and Index Finger of Same Hand	One-fourth Principal Sum
Paralysis	**Benefit**
• Quadriplegia (total Paralysis of both upper and lower limbs)	Principal Sum
• Triplegia (total Paralysis of three limbs)	Three-quarters Principal Sum
• Paraplegia (total Paralysis of both lower limbs) • Hemiplegia (total Paralysis of an upper and a lower limb)	One-half Principal Sum
• Uniplegia (total Paralysis of a limb)	One-fourth Principal Sum
Other Benefits	**Benefit**
Airbag Benefit	10% of the Principal Sum, up to $50,000.
Child Education Benefits	5% of the Principal Sum, up to $5,000.
Common Carrier Benefits	An amount equal to the Principal Sum. In no event will this benefit exceed $1,000,000.
Seat Belt Benefits	10% of the Principal Sum, up to $50,000.

AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries You receive while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by You, and is a result of Injuries You receive, while Intoxicated.

Publication Date: October 11, 2012

NOTICE

If any questions or problems arise regarding this insurance, you may contact the Company at:

United of Omaha Life Insurance Company
Mutual of Omaha Plaza
Omaha, NE 68175
Telephone: 1-800-775-8805

When contacting the Company, please have your policy number available.

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CERTIFICATE OF INSURANCE

UNITED OF OMAHA
LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza
Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No(s). GLUG-369G (policy) has been issued to Town of Surfside (Policyholder).

Insurance is provided for certain employees as described in the policy.

The benefits described in this Certificate are subject to the terms and conditions of the policy. Benefits are effective only if you are eligible for the insurance, become insured and remain insured as described in this Certificate.

This Certificate replaces any certificate previously issued under the Policy.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Neary

Chairman of the Board and Chief Executive Officer

Michael Hruska

Corporate Secretary

THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.

SCHEDULE

The amount of insurance for You will be in accord with Your classification in this Schedule.

Classification(s)

All eligible active employees

LIFE INSURANCE
For You

Life Insurance Benefits

Amount of Life Insurance ..... An amount equal to Your Annual Salary, up to $125,000. In no event will the Amount of Life Insurance be less than $1,000.Any Amount of Life Insurance not a multiple of $1,000 will be changed to the next higher multiple of $1,000.

Facility of Payment Amount *$2,000

*This amount, if paid, will be deducted from the Amount of Life Insurance shown above.

Annual Salary means Your gross Annual Salary received from the Policyholder and in effect immediately prior to the date of loss, as determined by the Policyholder.

It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.

Life Insurance Benefits reduce to 65% of the amount shown above on the day of Your 65th birthday, and further reduce to 50% of the amount shown above on the day of Your 70th birthday. This same reduction provision also applies if You are 65 or older prior to the date You become insured under the Policy.

Life Insurance Benefits end on the date of Your retirement.

NOTE: The Amount of Life Insurance outlined above will be reduced by the Amount of Living Benefits paid under the Living Benefits Option. In the event of Your death, the life insurance benefit will equal the original Amount of Life Insurance multiplied by the life reduction percentage, reduced by any Living Benefits paid under this Policy.

Living Benefits Option

Amount of Living Benefits ..... 50% of the amount of life insurance in force on Your life, but not to exceed $100,000.

HEALTH INSURANCE
For You

Accidental Death and Dismemberment Benefits

Principal Sum.....An amount equal to the Amount of Life Insurance in force on Your life; however, if Your Life Insurance Benefit has been reduced by the Living Benefits Option, such reduction will not apply to this Accidental Death and Dismemberment Principal Sum.

EMPLOYEE ELIGIBILITY

Life Insurance and Accidental Death and Dismemberment Benefits

Definitions

Terms defined in this provision may be used in, or apply to other provisions throughout this Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

Active Employment or **Actively Employed** means Actively Working on a regular and consistent basis for the Policyholder 32 or more hours each week. This does not include Disabled Employees.

Actively Working or **Active Work** means performing the normal duties of a regular job for the Policyholder at:

(a) the Policyholder's usual place of business;

(b) an alternative work site at the direction of the Policyholder; or

(c) a location to which one must travel to perform the job.

An Employee will be considered actively working on any day that is:

(a) a regular paid holiday or day of vacation; or

(b) a regular or scheduled non-working day;

provided the Employee was actively working on the last preceding regular work day.

If an Employee's customary place of employment is at home, the Employee will be considered actively working if not confined on that day as described in the **Confinement Rule**.

Confinement Rule

1. If an eligible Employee is confined due to an Injury or Sickness:

   (a) in a Hospital as an inpatient;

   (b) in any institution or facility other than a Hospital; or

   (c) at home and under the supervision of a Physician;

   insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Employment.

2. If an eligible Employee is not confined and not available for work because of an Injury or Sickness, insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Employment.

Employee means a person who receives compensation from the Policyholder for work performed for the Policyholder. An employee will not include a person who is unauthorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations.

The term Employee does not include any person performing services for the Policyholder:

(a) pursuant to an independent contractor relationship with the Policyholder;

(b) subject to the terms of a leasing agreement between the Policyholder and a leasing organization;

(c) who receives income which is reported by the Policyholder on IRS form 1099;

(d) while outside the United States for any period in excess of 12 consecutive months, unless approval has been received from the Home Office;

(e) on a seasonal basis; or

(f) on a temporary basis.

Eligible Employees

An Employee becomes eligible for insurance under this Policy on the day following completion of 30 days of continuous Active Employment.

When Insurance Begins

An Employee will become insured on the first day of the Policy month which coincides with or follows the day the Employee becomes eligible, provided the Employee is Actively Working on that day. If the Employee is not Actively Working on that day, insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Work.

If an Employee was eligible for group life coverage under a policy or plan maintained by the Policyholder immediately prior to the effective date of this Policy but did not elect coverage under such policy or plan, the Employee may enroll for insurance under this Policy if the Employee is otherwise eligible and provides Us with evidence of good health. If such evidence is acceptable to Us, We will determine the day insurance begins.

When Your Classification or the Amount of Insurance Changes

Any change in Your classification, coverage or amount of Your insurance as shown in the **Schedule** will take effect on the day of the change, provided You are Actively Working on that day. We will use the Policyholder's payroll records and premiums We have received to determine the appropriate amount of insurance.

If You are not Actively Working on the day there is a change in Your classification, coverage, or amount of insurance, the following conditions will apply:

(a) if the change involves an increase in the amount of insurance, the change will not take effect until the day You return to Active Work.

(b) if the change involves a decrease in the amount of insurance, the change will take effect on the day of the change.

When Your Insurance Ends

Your insurance will end at midnight at the main office of the Policyholder on the earliest of:

(a) the day this Policy terminates;

(b) the day any premium contribution for Your insurance is due and unpaid;

(c) the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less); or

(d) the last day of the Policy month in which You are no longer eligible. You will no longer be eligible when the earliest of the following occurs:
   (1) You are not in an eligible classification described in the **Schedule**;
   (2) Your employment with the Policyholder ends;
   (3) You are not Actively Employed; or
   (4) You do not satisfy any other eligibility condition described in this Policy.

Exceptions to When Your Insurance Ends

1. **Continuation Due to Layoff or Leave of Absence**

   Your insurance will continue subject to payment of premium until the last day of the month in which You have been laid off or go on a leave of absence approved by the Policyholder.

   When Continuation Due to Layoff or Leave of Absence Ends

   Your continued insurance will end at midnight at the main office of the Policyholder on the earliest of:

   (a) the day this Policy terminates;

   (b) the day any premium contribution for Your insurance is due and unpaid;

   (c) the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less);

   (d) the day You return to Active Employment or begin employment with an employer other than the Policyholder.

2. **Continuation of Life Insurance Benefits Due to Total Disability (Waiver of Premium)**

   If You are Totally Disabled, Your Life Insurance Benefits will be continued without payment of premium provided:

   (a) the Total Disability began while You were insured under this Policy;

   (b) the Total Disability began before You reached age 60;

   (c) You have completed Your disability elimination period (described below); and

   (d) Proof of the Total Disability is given to Us as described in the following paragraphs.

   Initial Proof: You must notify Us in writing of Your Total Disability during the disability elimination period. Satisfactory proof must be submitted to Us by the third month of disability, or as soon as reasonably possible after the third month. You will be notified by Us if this proof is not acceptable. You may elect the **Conversion Privilege** if You are no longer eligible for **Continuation of Life Insurance Benefits Due to Total Disability**.

Subsequent Proof: Periodically, You must submit proof at Our request that You are still Totally Disabled. This will be at Your expense. You will be notified by Us if this proof is not acceptable. You may elect the **Conversion Privilege** if You are no longer eligible for **Continuation of Life Insurance Benefits Due to Total Disability**.

In order to confirm that You are Totally Disabled, We have the right to have You examined by a Physician of Our choice at Our expense. We may have You examined any time during the first two years of disability and once a year thereafter.

Your continued Life Insurance Benefit is the amount of insurance in force on the day insurance would have otherwise ended. However, continued Life Insurance Benefits provided under this **Continuation of Life Insurance Benefits Due to Total Disability** provision shall be reduced or terminated in accordance with the terms of the **Schedule**.

Disability Elimination Period

Subject to continued payment of premium, Your insurance will continue during the disability elimination period as long as You remain Totally Disabled. The disability elimination period is the 9 consecutive months of Total Disability beginning on the date You first become Totally Disabled.

If You die during the disability elimination period, and We determine that You were Totally Disabled on the day before the date of Your death, benefits under this Policy will be paid to Your beneficiary.

Subject to payment of premium, Accidental Death and Dismemberment Benefits will be continued during the disability elimination period under the same conditions as for Life Insurance Benefits. Accidental Death and Dismemberment Benefits shall automatically terminate on the earlier of:

(a) the completion of the disability elimination period; or

(b) the date You are no longer Totally Disabled.

If the Policy terminates during the disability elimination period You are entitled to the **Conversion Privilege**. In many cases, You may not qualify for life insurance under the new carrier's eligibility requirements, such as actively at work requirements. The **Conversion Privilege** assures that life insurance benefits will be available in the event Your proof of Total Disability is not approved by Us or if You do not qualify under the new carrier's requirements.

If a conversion policy has been issued to You, We will pay benefits under the **Continuation of Life Insurance Benefits Due to Total Disability** provision:

(a) upon Our acceptance of Your proof of Total Disability in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision; and

(b) upon Your death during the disability elimination period, but only if the conversion policy is surrendered or terminated without claim. We will refund all paid conversion policy premiums if Your conversion policy is surrendered or terminated for this reason.

When Continuation of Life Insurance Due to Total Disability Ends

Your continued insurance will end at midnight at the main office of the Policyholder on the earliest of:

(a) the day You are no longer Totally Disabled;

(b) 90 days after an Initial or Subsequent Proof of Total Disability form is sent to You, but not returned to Us;

(c) the day You fail to attend an examination or cooperate with an examiner in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision; or

(d) the day You reach age 65.

When Your Total Disability ends, You have 31 days to convert Your insurance to an individual life insurance conversion policy. Your conversion insurance will end if You become insured under this Policy again. A conversion policy may only be obtained in accordance with the **Conversion Privilege** provision in this Policy.

RIDER

FAMILY AND MEDICAL LEAVE
(As Federally Mandated)

This Rider is made a part of Group Policy GLUG-369G.

This Rider is effective on the latest of:

(a) the effective date of the Policy;

(b) the day You become insured under the Policy; or

(c) the date required by Federal law.

In the event of a conflict between this Rider and any other provision of the Policy, including the Certificate, this Rider shall control. This Rider shall be subject to all provisions of the Policy, including the Certificate, not in conflict with this Rider.

Definitions

Serious Health Condition has the meaning set forth in the Family and Medical Leave Act of 1993 (FMLA) (including any amendments to the FMLA).

Family and Medical Leave

If You become eligible for a family or medical leave of absence in accordance with the FMLA, Your insurance coverage may be continued on the same basis as if You were Actively at Work for up to 12 weeks during a 12 month period, as defined by the Policyholder, for any of the following reasons:

(a) to care for Your child after the birth or placement of a child with You for adoption or foster care; so long as such leave is completed within 12 months after the birth or placement of the child;

(b) to care for Your spouse, child, foster child, adopted child, stepchild, or parent who has a Serious Health Condition; or

(c) for Your own Serious Health Condition.

In the event You or Your spouse are both insured as employees of the Policyholder, the continued coverage under (a) may not exceed a combined total of 12 weeks. In addition, if the leave is taken to care for a parent with a Serious Health Condition, the continued coverage may not exceed a combined total of 12 weeks.

Conditions

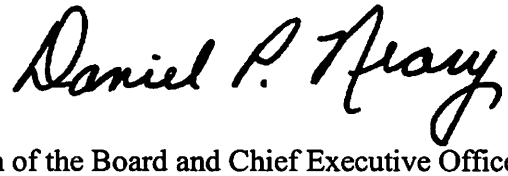
1. If, on the day Your insurance is to begin, You are already on an FMLA leave of absence for any reason other than Your own Serious Health Condition, You will be considered Actively at Work. However, if You were covered under any prior policy or plan maintained by the Policyholder on the day before Your insurance is to begin, the amount of Your insurance benefits under this Policy will not exceed the amount of benefits that would have been payable under such prior policy or plan.

2. If You begin an FMLA leave of absence after You have been insured under this Policy, the amount of Your insurance benefits will be the same as Your benefits prior to Your FMLA leave, subject to any reductions in benefits in accordance with the terms of the Policy.
3. You are eligible to continue coverage under FMLA if:
   (a) You have worked for the Policyholder for at least one (1) year;
   (b) You have worked at least 1,250 hours over the previous 12 months;
   (c) The Policyholder employs at least 50 employees within 75 miles from Your worksite; and
   (d) You continue to pay any required premium for Yourself and any eligible dependents in a manner determined by the Policyholder.
4. In the event You choose not to pay any required premium during Your leave, Your insurance coverage will not be continued during the leave. You will be able to reinstate Your coverage on the day You return to work, subject to any changes that may have occurred in the Policy during the time You were not insured. You and any eligible dependents will not be subject to any evidence of good health requirement provided under the Policy. Any partially-satisfied waiting periods, including any limitations for a preexisting condition, which are interrupted during the period of time premium was not paid will continue to be applied once coverage is reinstated.
5. You and Your eligible dependents are subject to all conditions and limitations of the Policy during Your leave, except that anything in conflict with the provisions of the FMLA will be construed in accordance with the FMLA.
6. If requested by Us, You or the Policyholder must submit proof acceptable to Us that Your leave is in accordance with FMLA.
7. This FMLA continuation is concurrent with any other continuation option.
8. FMLA continuation ends on the earliest of:
   (a) the day You return to work;
   (b) the day You notify the Policyholder that You are not returning to work;
   (c) the day Your coverage would otherwise end under the Policy; or
   (d) the day coverage has been continued for 12 weeks.

Important Notice

Contact the Policyholder for additional information regarding FMLA eligibility.

UNITED OF OMAHA LIFE INSURANCE COMPANY



Chairman of the Board and Chief Executive Officer

LIFE INSURANCE BENEFITS

For You

Benefits

If You die while insured under this provision, We will pay the **Amount of Life Insurance** shown in the **SCHEDULE**. Benefits will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

(a) to Your surviving spouse; if none, then

(b) to Your surviving natural and/or adopted children; if none, then

(c) to Your surviving parent(s); if none, then

(d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

Mode of Payment

We will pay benefits in a lump sum.

Beneficiary or Mode of Payment Change

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to us. When recorded and acknowledged, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by us before the request was acknowledged.

Facility of Payment

We may pay up to the Facility of Payment Amount to any person who has incurred expenses for Your fatal illness or burial. The **Facility of Payment Amount** is shown in the **SCHEDULE**.

Conversion Privilege

If any of Your life insurance ends because Your employment or membership in a class ends, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to the following conditions:

(a) You may apply for any of our individual life insurance policies except term insurance. You may not apply for any supplemental coverage.

(b) You may apply for an amount which is not more than the amount of Your terminated group life insurance.

(c) The premium for Your conversion policy will be at our standard rate for that type of policy according to:
   (1) Your class of risk; and

(2) Your age on the date the policy takes effect.

(d) You must submit Your written application and Your first conversion premium to Us within 31 days after Your group life insurance ends or reduces.

If Your group life insurance ends because of termination of the Policy or termination of a class, and You have been insured under the Policy at least five years, You may apply within 31 days for a conversion policy. Issuance of the conversion policy is subject to conditions (a), (c) and (d) above. Your converted life insurance may not exceed the lesser of:

(a) $10,000; or

(b) the amount of Your terminated group life insurance less the amount of any other group life insurance for which You become eligible within 31 days.

If You die within the 31-day period after insurance ends, We will pay the amount of group life insurance You were entitled to convert.

If We issue a conversion policy and You again become eligible for group life insurance under the Policy, coverage will become effective only if:

(a) You terminate the conversion policy; or

(b) You submit, at Your own expense, evidence of good health acceptable to Us.

ASSIGNMENT RIDER

This rider is made a part of Group Policy GLUG-369G.

This rider is effective the later of October 1, 2006, or the day You become insured under the Policy.

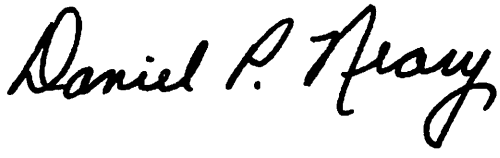
If provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

Assignment (Change of Ownership)

When the right to change the beneficiary has been reserved, any loss of life benefit in the policy may be assigned. We are not responsible for the validity or tax consequences of any assignment. No assignment will be binding on us until we record and acknowledge it.

Collateral assignments are not permitted.

UNITED OF OMAHA LIFE INSURANCE COMPANY



Chairman of the Board and Chief Executive Officer

LIFE INSURANCE BENEFITS

For You - LIVING BENEFITS OPTION (ACCELERATED BENEFITS)

Definition

Terminal Condition means an Injury or Sickness:

(a) expected to result in Your death within 12 months; and

(b) from which there is no reasonable prospect of recovery;

as determined by Us.

Benefits

If You incur a Terminal Condition while insured under this provision, You or Your legal representative, while You are living, may request Living Benefits. The **Amount of Living Benefits** is shown in the **Schedule**, and will be payable provided You are living at the time payment is made. Benefits will be paid in one lump sum.

Conditions

1. To be insured for Living Benefits, You must be insured for group life insurance under this Policy.
2. We may require the beneficiary's written consent. Before Living Benefits are paid in community property states, Your spouse's written consent may be required.
3. The amount of Your group life insurance and the amount You may convert in accordance with the life **Conversion Privilege** provision will be reduced by the Living Benefit amount paid under this provision.
4. An Insured Person may receive Living Benefits only once.
5. Premium payments must continue to be paid on the full amount of group life insurance, unless You qualify for waiver of premium, in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision.

Exceptions

This **Living Benefits** provision will not apply:

(a) when You have irrevocably assigned group life insurance under this Policy;

(b) when all or a portion of group life insurance benefits under this Policy are to be paid to a former spouse as part of a divorce agreement;

(c) to any intentionally self-inflicted Injury, Sickness or suicide attempt;

(d) if Your life insurance benefits end;

(e) if the required premium is due and unpaid; or

(f) if the Master Policy terminates.

NOTE: Benefits paid under this provision may be taxable. If so, You may incur a tax obligation. As with all tax matters, You should consult a personal tax advisor to assess the impact of this benefit.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

For You

Definitions

Accident means a sudden, unexpected, unforeseeable and unintended event, independent of Sickness and all other causes.

Accident does not include Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. Accident does include bacterial infection that is the natural and foreseeable result of an accidental external bodily Injury or accidental food poisoning.

Automobile means a licensed private passenger motor vehicle for use on public highways.

Controlled Drug means any drug having the capacity to affect behavior and regulated by law with regard to possession and use.

Intoxicated means blood alcohol level at the time of death or dismemberment that equals or exceeds the legal limit for operating a motor vehicle in the jurisdiction in which the loss occurs.

Loss of a Hand or Foot means complete Severance of at least four whole fingers from one hand or Severance above the ankle joint.

Loss of Hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

Loss of Sight means the total and permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

Loss of Speech means total, permanent and irrecoverable loss of audible communication. The loss of speech must be irrecoverable by natural, surgical or artificial means.

Loss of a Thumb and Index Finger means Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

Paralysis means loss of use of a limb without Severance. This loss must be determined by a Physician to be complete and irreversible.

Seat Belt means a factory-installed lap and shoulder seat belt or other restraint device approved by the National Highway Traffic Safety Administration.

Severance means the complete separation and dismemberment of the part from the body.

Traveling on Business of the Policyholder means any trip made by You on assignment by or with authorization of the Policyholder for the purpose of furthering the business of the Policyholder. If this trip is made on a private aircraft, then the aircraft must:

(a) have a current and valid Federal Aviation Administration of the United States (FAA) standard air worthiness certificate; and

(b) is operated by a person holding a current and valid FAA pilot's certificate of rating authorizing him or her to operate the aircraft. The pilot or crew could be an Insured Person under the Policy.

Benefits

If You are Injured or die as a result of an Accident, We will pay the Benefit shown in the Table below for any of the following losses:

TABLE

Loss	Benefit
Loss of Life	Principal Sum
Loss of Both Hands	Principal Sum
Loss of Both Feet	Principal Sum
Loss of Entire Sight of Both Eyes	Principal Sum
Loss of Entire Sight of One Eye	One-half Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and Entire Sight of One Eye	Principal Sum
Loss of One Foot and Entire Sight of One Eye	Principal Sum
Loss of Thumb and Index Finger of same Hand	One-fourth Principal Sum
Loss of Speech and Hearing (both ears)	Principal Sum
Loss of Speech or Hearing (both ears)	One-half Principal Sum
Loss of One Hand or One Foot	One-half Principal Sum
Quadriplegia (total Paralysis of both upper and lower limbs)	Principal Sum
Triplegia (total Paralysis of three limbs)	Three-quarters Principal Sum
Paraplegia (total Paralysis of both lower limbs)	One-half Principal Sum
Hemiplegia (total Paralysis of an upper and a lower limb)	One-half Principal Sum
Uniplegia (total Paralysis of a limb)	One-fourth Principal Sum

The Principal Sum is shown on the **SCHEDULE.**

If an Injury causes more than one loss shown in the Table above, We will pay only the **largest** Benefit. However, some benefits are paid in addition to the Principal Sum shown in the Table, as specifically provided in other provisions below.

Payment For Loss of Life

Beneficiary

Benefits payable under this provision because of Your death will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

(a) to Your surviving spouse; if none, then

(b) to Your surviving natural and/or adopted children; if none, then

(c) to Your surviving parent(s); if none, then

(d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

Mode of Payment

We will pay death benefits in a lump sum.

Beneficiary or Mode of Payment Change

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to Us. When recorded and acknowledged by Us, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by Us before the request was acknowledged.

Payment For Other Than Loss of Life

Benefits payable under this provision for any loss other than loss of life will be paid to You in a lump sum.

Exposure and Disappearance

You will be presumed to have died, for the purposes of this coverage, if after the forced landing, stranding, sinking or wrecking of a vehicle:

(a) You disappear;

(b) Your body is not found; and

(c) a valid death certificate is issued by a court of appropriate jurisdiction.

Airbag Benefit

Definition

Airbag means any factory-installed, inflatable, supplemental restraint device which meets published federal safety standards.

Benefits

If You are Injured in an Automobile Accident and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to a maximum of $50,000. This benefit is paid in addition to the Principal Sum.

Exception

We will not pay Airbag Benefits if the Automobile Accident occurs when:

(a) You are not seated directly behind an Airbag;

(b) the Automobile is being used for racing, stunting, or exhibition work; or

(c) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

Child Education Benefits

Definitions

Accredited School means a state accredited college, university, trade school or vocational school.

Full Time Basis means full-time as defined by the Accredited School being attended by the Eligible Dependent Student.

Eligible Dependent Student means each of Your unmarried children who are less than 25 years of age and are:

(a) enrolled on a Full Time Basis in an Accredited School at Your death; or

(b) enrolled on a Full Time Basis in an Accredited School within one year after Your death; and

(c) natural-born;

(d) legally adopted;

(e) a stepchild living in Your home; or

(f) a child:
  (1) You are raising as Your own;
  (2) who is living in Your home and chiefly dependent on You for support; and
  (3) for whom You have full parental responsibility and control;

all as indicated by evidence acceptable to Us.

The term Eligible Dependent Student does not include:

(a) anyone insured under this Policy as an Employee;

(b) anyone who enters the Armed Forces on active duty (except for temporary active duty of two weeks or less);

(c) Your married child(ren);

(d) Your child who has been legally adopted by another person;

(e) a child:
  (1) temporarily living in Your home;
  (2) placed in Your home by a social service agency which retains control over the child; or
  (3) who has a natural parent in a position to exercise or share parental responsibility and control.

Benefits

If You are Injured, and that Injury results in Your death, We will pay benefits equal to 5% of the amount of the Principal Sum, up to $5,000. This Child Education Benefit will be payable at the end of each school year for a maximum of four consecutive years.

This benefit is paid in addition to the Principal Sum, and will be paid to the Eligible Dependent Student or, if a minor child, to the Eligible Dependent Student's legal guardian.

When the parents of an Eligible Dependent Student are both insured under the Policy as employees, benefits will be limited to payment under only one parent's certificate.

Conditions

We will only pay the Child Education Benefit if:

(a) there is an Eligible Dependent Student who continues to be enrolled for each consecutive term; and

(b) a copy of the Eligible Dependent Student's most recent grade report is submitted with the claim.

Common Carrier Benefits

If You are Injured while riding as a fare-paying passenger, and not as an operator or member of the crew, in any public air, land or water conveyance provided by a common carrier primarily for passenger service, and those injuries result in Your death, We will pay an amount equal to the Principal Sum (for loss of life under the ACCIDENTAL DEATH AND DISMEMBERMENT provision). This benefit is paid in addition to the Principal Sum.

In no event will this benefit exceed $1,000,000.

Seat Belt Benefits

Benefits

If You are Injured in an Automobile Accident while You were wearing a Seat Belt, and that Injury results in Your death, We will pay 10% of the amount of the Principal Sum, up to $50,000. We must receive satisfactory written proof that Your death resulted from an Automobile Accident and that You were wearing a Seat Belt at the time of the Accident. A copy of the police accident report must be submitted with the claim. This benefit is paid in addition to the Principal Sum.

Exceptions

We will not pay Seat Belt benefits if the Automobile Accident occurs when:

(a) the Automobile is being used for racing, stunting, or exhibition work; or

(b) You are breaking any traffic laws of the jurisdiction in which the Automobile is being operated.

Exclusions

We will not pay for any loss which:

(a) results, whether the Insured Person is sane or insane, from:
  (1) An intentionally self-inflicted Injury or Sickness; or
  (2) Suicide or attempted suicide;

(b) results from the Insured Person's participation in a riot or in the commission of a felony;

(c) results from an act of declared or undeclared war or armed aggression;

(d) is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;

(e) is not permanent, unless specifically provided;

(f) occurs more than 365 days after the Injury; NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days.

(g) does not result from an Accident;

(h) is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;

(i) results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder.

(j) results in Injuries You receive while riding in any aircraft engaged in:
   (1) racing;
   (2) endurance tests; or
   (3) acrobatic or stunt flying;

(k) is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or

(l) is caused by You, and is a result of Injuries You receive, while Intoxicated.

PAYMENT OF CLAIMS

How to File Claims

It is important for You to notify Us of Your claim as soon as possible so that a claim decision can be made in a timely manner. Before Your claim can be considered, We must be given a written proof of loss, as described below. In the event of Your death or incapacity, Your beneficiary or someone else may give Us the proof.

Proof of Loss Requirements

1. First, request a claim form from the Plan Administrator or from Us.

   This request should be made:

   (a) within 20 days after a loss occurs; or

   (b) as soon as reasonably possible.

   When We receive the request, We will send a claim form for filing proof of loss. If You do not receive the form within 15 days of Your request, You can meet the proof of loss requirement by giving Us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

2. Next, You must complete and sign the claim form. If a Physician must complete part of the claim form, have the Physician complete and sign that part.

3. The claim form or written statement should be sent to Us or to the Plan Administrator within 90 days after the loss occurs; or as soon as reasonably possible. If it is not possible to give Us proof within 90 days, it must be given to Us no later than one year after the time proof is otherwise required, unless the claimant is not legally capable.

When Claims are Paid

Policy benefits will be paid as soon as We receive acceptable proof of loss.

Direct Payments

Any loss of life benefit will be paid in accord with the Life Insurance Benefits and/or Accidental Death and Dismemberment Benefits provision(s).

Any other benefits will be paid to You, except that benefits unpaid at Your death may be paid, at Our option to:

(a) Your beneficiary; or

(b) Your estate.

If Your beneficiary is unable to give a valid release or if benefits unpaid at Your death are not more than $1,000, We may pay up to $1,000 to any relative of Yours who We find is entitled to the benefit.

Any payment made in good faith will fully discharge Us to the extent of the payment.

Examination and Autopsy

We sometimes require that a claimant be examined by a Physician of Our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations. Where not prohibited by law, We may also require an autopsy. We will pay for this autopsy.

Overpayments

We have the right to recover any overpayments due to:

(a) fraud; or

(b) any error We make in processing a claim.

You must reimburse Us in full. We will determine the method by which the repayment is to be made. We will not recover more money than the amount We paid You.

LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT CLAIM REVIEW PROCEDURES

DEFINITIONS

An "**Adverse Benefit Determination**" means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of the Insured Person's eligibility to participate in a plan.

A document, record, or other information will be considered "**Relevant**" to a claim if it:

(a) was relied upon in making the claim decision;

(b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or

(c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

INITIAL CLAIM DECISION

Initial Claim Decision. We will make a claim decision regarding a life or accidental death and dismemberment claim within 90 days after Our receipt of the claim.

Extensions. The initial 90 day period may be extended for up to 90 days, if We (1) determine that special circumstances require an extension of time for processing the claim and (2) notify the claimant, prior to the expiration of the initial 90 day period, of the special circumstances requiring the extension and the date by which We expect to render a decision.

Time Periods. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing.

NOTICE OF ADVERSE BENEFIT DETERMINATION

We will provide the claimant with written or electronic notice of any Adverse Benefit Determination within 90 days after Our receipt of the claim, subject to the extension described above. The notice will include:

(a) the specific reason(s) for the Adverse Benefit Determination;

(b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;

(c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information; and

(d) a description of the Policy's appeal procedures, including the time limits for such procedures.

APPEALS OF ADVERSE BENEFIT DETERMINATIONS

The claimant must appeal within 60 days following receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

(a) The Insured Person's name;

(b) the name of the person filing the appeal if different from the Insured Person;

(c) the Policy number; and

(d) the nature of the appeal.

The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

APPEAL DECISION

Notice of Appeal Decision. We will notify the claimant of Our appeal decision within 60 days after receipt of a timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide the claimant with written or electronic notice of Our appeal decision. Notice of an Adverse Benefit Determination will include:

(a) the specific reason(s) for the Adverse Benefit Determination;

(b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based; and

(c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Notice of Extension. If We determine that an extension is required, We will notify the claimant in writing of the extension prior to the termination of the initial 60 day period. In no event will the extension exceed 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

Time Periods. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent to the claimant until the earlier of (1) the date on which We receive the claimant's response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

STANDARD PROVISIONS

Insurance Contract

The insurance contract consists of:

(a) the Policy;

(b) the Policyholder's application attached to the Policy; and

(c) Your application, if required.

Changes in the Insurance Contract

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

(a) does not require Your or Your beneficiary's consent; and

(b) must be:
  (1) in writing;
  (2) made a part of the Policy; and
  (3) signed by one of Our officers.

A change may affect any class of Insured Persons, including retirees if retired coverage is included in the Policy.

Applications

We may use misstatements or omissions in Your application to contest the validity of insurance, reduce coverage or deny a claim, but We must first furnish You or Your beneficiary with a copy of that application. We will not use Your application to contest or reduce insurance which has been in force for two years or more during Your lifetime. However, if You are not eligible for insurance, there is no time limit on Our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

Legal Actions

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.

DEFINITIONS

Terms defined in this provision are used in, or apply to other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions.

Injury means an accidental bodily injury which requires treatment by a Physician. It must result in loss independently of Sickness and other causes.

Physician means any of the following licensed practitioners:

(a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);

(b) a licensed doctoral clinical psychologist;

(c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;

(d) a licensed physician's assistant (PA); or

(e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with You or is part of Your family (You; Your spouse; or a child, brother, sister or parent of You or Your spouse).

Our, We, Us means the Company shown on Your Certificate of Insurance.

Rider means a provision added to the Policy or Your certificate to expand or limit benefits or coverage.

Sickness means a disease, disorder or condition, which requires treatment by a Physician.

Total Disability, Totally Disabled or Disabled means that because of an Injury or Sickness You are completely and continuously unable to perform any work or engage in any occupation.

You, Your, Insured Person means an employee or member who is insured under the Policy.

Group Policy Number GLUG-369G

Publication Date: October 11, 2012

GROUP TERM LIFE AND AD&D INSURANCE SUMMARY OF COVERAGE

Town of Surfside
GLUG-369G
Revised: October 1, 2012
All eligible active employees

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Life Insurance Benefit for You	An Amount of Life Insurance equal to Your Annual Salary up to $125,000. In no event will the Amount of Life Insurance be less than $1,000. Any Amount of Life Insurance not a multiple of $1,000 will be changed to the next higher multiple of $1,000. Annual Salary means Your gross Annual Salary received from the Policyholder and in effect immediately prior to the date of loss, as determined by the Policyholder. It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder. Note: In the event of death, the benefit paid will equal the benefit amount after any age reductions less any living benefits previously paid under the Policy.
Reductions	Your Life Insurance Benefits will reduce to: • 65% at age 65 • 50% at age 70 If You are age 65 or older on the day You become insured under the Policy, the reduction will be made in accord with Your attained age. Life Insurance Benefits end on the date of Your retirement.

Accidental Death and Dismemberment Benefit for You	A Principal Sum equal to the amount of Your Life Insurance Benefit. If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such reduction will not apply to this Accidental Death and Dismemberment Principal Sum.
EMPLOYEE ELIGIBILITY	
Minimum Work Hours Required	32 hours per week
Eligibility Waiting Period	30 days
Confinement Rule	If an eligible Employee is confined due to an Injury or Sickness or not available for work because of an Injury or Sickness, insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Employment.
When Insurance Begins	An Employee will become insured on the first day of the Policy month which coincides with or follows the day the Employee becomes eligible, provided the Employee is Actively Working on that day.
When Your Classification or the Amount of Insurance Changes	Any change in Your classification, coverage or amount of Your insurance will take effect on the day of the change, provided You are Actively Working on that day. If You are not Actively Working on the day of the change, the following conditions will apply: • If the change involves an increase in the amount of insurance, the change will not take effect until the day You return to Active Work. • If the change involves a decrease in the amount of insurance, the change will take effect on the day of the change.
When Your Insurance Ends	Your insurance will end at midnight at the main office of the Policyholder on the earliest of: • the day the Policy terminates; • the day any premium contribution for Your insurance is due and unpaid; • the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less); or • the last day of the Policy month in which You are no longer eligible. You will no longer be eligible when the earliest of the following occurs: • You are not in an eligible classification described in the Schedule; • Your employment with the Policyholder ends; • You are not Actively Employed; or • You do not satisfy any other eligibility condition described in the Policy.
FEATURES	
Living Benefits Option For You	50% of the amount of the Life Insurance Benefit is available to You if You incur a Terminal Condition, but not to exceed $100,000. Terminal Condition means an Injury or Sickness expected to result in Your death within 12 months and from which there is no reasonable prospect of recovery as determined by Us.
Continuation Due to Layoff or Leave of Absence	Your insurance will continue subject to payment of premium until the last day of the Policy month in which You have been laid off or go on a leave of absence approved by the Policyholder.
Waiver of Premium	If You are determined to be Totally Disabled, Your Life Insurance Benefit will continue without payment of premium until age 65 provided the disability began prior to age 60 and You have met a disability elimination period of 9 consecutive months.

Conversion	If Your employment ends, You may apply for an individual life insurance policy without evidence of good health. You will be responsible for the premium for the coverage.

AD&D BENEFIT SCHEDULE

The AD&D Benefit is paid if an employee is injured as a result of an Accident, and that Injury is independent of Sickness and all other causes. Benefits are paid as indicated below:

Loss	**Benefit**
• Life • Both Hands • Both Feet • Entire Sight of Both Eyes • One Hand and One Foot • One Hand and Entire Sight of One Eye • One Foot and Entire Sight of One Eye • Speech and Hearing (both ears)	Principal Sum
• Entire Sight of One Eye • Speech or Hearing (both ears) • One Hand or One Foot	One-half Principal Sum
• Loss of Thumb and Index Finger of Same Hand	One-fourth Principal Sum
Paralysis	**Benefit**
• Quadriplegia (total Paralysis of both upper and lower limbs)	Principal Sum
• Triplegia (total Paralysis of three limbs)	Three-quarters Principal Sum
• Paraplegia (total Paralysis of both lower limbs) • Hemiplegia (total Paralysis of an upper and a lower limb)	One-half Principal Sum
• Uniplegia (total Paralysis of a limb)	One-fourth Principal Sum
Other Benefits	**Benefit**
Airbag Benefit	10% of the Principal Sum, up to $50,000.
Child Education Benefits	5% of the Principal Sum, up to $5,000.
Common Carrier Benefits	An amount equal to the Principal Sum. In no event will this benefit exceed $1,000,000.
Seat Belt Benefits	10% of the Principal Sum, up to $50,000.

AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries You receive while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by You, and is a result of Injuries You receive, while Intoxicated.

Publication Date: October 11, 2012

YOUR GROUP DENTAL BENEFITS

FOR EMPLOYEES OF:

Town of Surfside

CLASS(ES):

All eligible active employees

REVISION EFFECTIVE DATE:

October 1, 2012

PUBLICATION DATE:

October 11, 2012

For customer service or questions about this insurance, You may contact Us at:

Call Toll-Free: (877) 999-2330

Group Number: G000369G

HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision. If You need assistance with filing Your claim or an explanation of how Your claim was paid, please refer to the toll-free number and address shown on Your insurance identification card or contact Your Plan Administrator.

When contacting Us please have Your Policy number available. Your Policy number is GUDS-369G.

For a description of Covered Services and General Exclusions refer to the Schedule.

IMPORTANT NOTICE

This Certificate contains a Preferred Provider option. This option affects the way benefits are paid to You. It is important that You refer to the Schedule for the details.

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CERTIFICATE OF INSURANCE

UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office:
Mutual of Omaha Plaza
Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy Number GUDS-369G (Policy) has been issued to Town of Surfside (Policyholder).

Insurance is provided for certain Employees and their Dependent(s) as described herein.

The benefits described in this Certificate are subject to the terms and conditions of the Policy.

Benefits are effective only if you and your Dependent(s) are eligible for the insurance, become insured and remain insured as described in this Certificate.

This Certificate replaces any certificate of insurance previously issued under the Policy.

THIS CERTIFICATE CONTAINS A DEDUCTIBLE PROVISION

NEED ASSISTANCE? If You have a question or wish to obtain information about Your coverage, or You require assistance in resolving a complaint, please contact Us at 1-877-999-2330.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Neary

Chairman of the Board and Chief Executive Officer

Michael Hass

Corporate Secretary

SCHEDULE

This Schedule describes some of the terms and conditions of the Policy including, but not limited to, the deductible(s), maximum amounts of benefits payable under the Policy, exclusions and limitations. For a complete description of the terms and conditions of the Policy, refer to the appropriate section of the Certificate.

A person is not necessarily entitled to insurance under the Policy because he or she received this Schedule. A person is only entitled to insurance if he or she is eligible in accordance with the terms of the Certificate.

Benefits and Deductibles under the Policy may vary depending upon whether or not Covered Services are received from a Participating Provider or a Non-Participating Provider. All Participating Providers and Non-Participating Providers are independent contractors; they are not Our employees or agents. We do not supervise, control or guarantee the outcome or results of any services or supplies furnished by any Participating Provider or Non-Participating Provider. An Insured Person's relationship with a Participating Provider or a Non-Participating Provider is that of provider and patient. The Participating Provider or Non-Participating Provider is solely responsible for the services and supplies provided to an Insured Person.

Capitalized terms used in this Schedule have the meanings assigned to them in this Schedule or in other sections of the Policy.

DEFINITIONS

Deductible means the applicable amount shown as the "Deductible" in the General Provisions section of this Schedule. The deductible is the amount of out-of-pocket Expense which must be incurred for Covered Services before benefits are payable.

Late Entrant Waiting Period means the applicable period of time shown as the "Late Entrant Waiting Period" in the General Provisions section of this Schedule. This is the period of time during which an Insured Person must be insured under the Policy before certain benefits are payable.

Maximum Allowance (MA) means the maximum payment allowed by Us for a Covered Service. As it applies to a Participating Provider, the MA shall be equal to the amount the Participating Provider has contractually agreed to accept as payment in full for a Covered Service. As it applies to a Non-Participating Provider, the MA shall be an amount equal to the lowest of:

a) the Non-Participating Provider's actual charge; or
b) the Dental Charges Database allowance.

Orthodontia Maximum Benefit - Dependent only means the total orthodontia benefits payable for Covered Services incurred while insured under the Policy. Benefits for Expenses exceeding the orthodontia maximum benefit are not payable.

Percentage Payable means the percentage of the Maximum Allowance payable by Us for Covered Services after satisfaction of any applicable Deductibles and Late Entrant Waiting Periods.

Policy Year Maximum Benefit means the amount shown as the "Policy Year Maximum Benefit" in the General Provisions section of this Schedule.

GENERAL PROVISIONS

Late Entrant Waiting Period

You and each of Your Dependents must complete the following Late Entrant Waiting Period(s) before any benefits are payable under the Policy:

Late Entrant Waiting Period:

Type A Covered Services ..... None

Type B Covered Services ..... 12 months
Type C Covered Services ..... 12 months
Orthodontia Covered Services ..... 12 months

Deductible
The following Deductible(s) must be satisfied each Policy Year before any benefits are payable under the Policy. Expenses for treatments, procedures or supplies that are not Covered Services, or Expenses for treatments, procedures or supplies incurred during the applicable Late Entrant Waiting Period, may not be used to satisfy the Deductible.

Each Insured Person:

	Participating Provider	Non-Participating Provider
Type A Covered Services	None	None
Type B Covered Services	$50	$50
Type C Covered Services	$50	$50
Orthodontia Covered Services	None	None

Family:

	Participating Provider	Non-Participating Provider
Type A Covered Services	None	None
Type B Covered Services	$150	$150
Type C Covered Services	$150	$150
Orthodontia Covered Services	None	None

If an Insured Person was covered by a Prior Plan, any Deductible satisfied by the Insured Person under such Prior Plan during the current Policy Year shall be applied toward satisfaction of any Deductible under the Policy for the same Policy Year.

Expenses for Covered Services will satisfy the Deductible for both Participating and Non-Participating Providers.

Percentage Payable
If an Insured Person incurs Expenses for a Covered Service described in this Schedule after completion of any applicable Late Entrant Waiting Periods, We will pay benefits in an amount equal to the applicable percentage of the Maximum Allowance shown in this Percentage Payable provision, not to exceed the amount of the Expense incurred, after satisfaction of any applicable Deductible. Benefits will not exceed any applicable maximum benefit limitation described in this Schedule. Our obligation to pay benefits for Covered Services is subject to all terms and conditions of the Policy, including, without limitation, the exclusions and limitations as shown in this Schedule.

	Participating Provider	Non-Participating Provider
Type A Covered Services	100%	100%
Type B Covered Services	90%	80%
Type C Covered Services	60%	50%
Orthodontia Covered Services	60%	50%

The Insured Person is responsible for all Deductibles and other Expenses for which benefits are not payable under the Policy. Non-Participating Providers may bill the Insured Person for the balance of any charge over the Maximum Allowance.

Policy Year Maximum Benefit
The Policy Year Maximum Benefit will apply for each Insured Person each Policy Year. The Policy Year Maximum Benefit is the total amount of benefits payable for Type A, B and C Covered Services incurred by an Insured Person during a Policy Year. After We have paid benefits equal to the Policy Year Maximum Benefit, no additional benefits are payable for Covered Services incurred during such Policy Year.

	Participating Provider	Non-Participating Provider
Policy Year Maximum Benefit	$2,000	$2,000

Expenses for Covered Services will satisfy the Deductible for both Participating and Non-Participating Providers.

Orthodontia Maximum Benefit

The Orthodontia Maximum Benefit is the total amount of orthodontia benefits payable for Covered Services incurred by an Insured Person while insured under the Policy. The Orthodontia Maximum Benefit will apply for each Insured Person once while insured under the Policy.

	Participating Provider	Non-Participating Provider
Orthodontia Maximum Benefit	$1,500	$1,500

The amount of benefits payable under the Policy for orthodontia services and/or supplies will be reduced by the amount of Expenses for orthodontia services and/or supplies incurred while covered under a Prior Plan.

Expenses for Covered Services will satisfy the Deductible for both Participating and Non-Participating Providers.

Work in Progress

Benefits will be provided for dentures, bridgework, and cast restorations for which the final impression is taken prior to the date an Insured Person's insurance ends if final placement of the denture, bridgework, or cast restoration occurs within 31 days after the Insured Person's insurance ends.

COVERED SERVICES

Benefits are payable under the Policy for Covered Services described in this section, subject to all terms and conditions of the Policy.

Type A Covered Services	Benefit
Examinations/Evaluations	2 service(s) in a 12 month period.
Bitewing X-rays	4 x-rays in a 12 month period.
Full Mouth Series or Panoramic X-rays	1 service in a 36 month period.
Periapical or Occlusal X-rays	No limit on number of services.
Fluoride Treatment	2 services in a 12 month period for Dependent children up to age 19.
Cleaning (Prophylaxis)	2 service(s) in a 12 month period.
Sealants	1 service per occlusal surface of first and second permanent molars without existing fillings in a 36 month period for Dependent children up to age 19.
Space Maintainers, including re-cementation	Benefits are payable for Dependent children up to age 19.
Emergency (palliative) treatment	Benefits are payable for treatment of minor dental pain.
Brush Biopsy / Cancer Screen	2 services in a 12 month period.

Type B Covered Services	Benefit
Periodontal Maintenance following active periodontal treatment	2 service(s) in a 12 month period in addition to routine cleaning(s).
Fillings	Benefits are payable for amalgam (silver) and composite/resin (white) fillings. Composite fillings on molars are limited to the amount otherwise payable for an amalgam filling. Replacement of fillings allowed once in a 12 month period.
Stainless Steel Crowns	Benefits are payable 1 per tooth per lifetime up to age 19.
Extractions	Benefits are payable for simple extractions of erupted teeth.
Oral surgery	Benefits are payable for oral surgery, including x-rays, pre- and post-operative care, and surgical extractions, except TMD surgery.
General anesthesia or intravenous (I.V.) sedation	Benefits are payable for these services when rendered in conjunction with oral surgery.
Endodontics	Benefits are payable for services including, but not limited to, pulpal therapy and root canal therapy. Retreatment of a root canal is payable once in a lifetime and only after 12 months have passed since the original root canal was completed.

Periodontics	Benefits are payable for services, including but not limited to, scaling and root planing, and surgical treatment of gum and supporting bone disease. Services are limited to one service per area of the mouth in a 24 month period.
Repair of, or addition of teeth to removable dentures	Benefits are payable if the service is performed more than six months after initial denture placement. Benefits are payable once in any 36 month period.
Adjustments – full or partial dentures	Benefits are payable if the service is performed more than six months since initial insertion of the denture. Payable once in 12 months thereafter.
Tissue conditioning, rebasing or relining of removable dentures	Benefits are payable if the service is performed more than six months after any previous adjustment, tissue conditioning, rebasing or relining. Payable once in 36 months thereafter.
Repair and re-cementation of bridgework	Benefits are payable if the service is performed more than six months after initial bridge placement. Payable once in 12 months thereafter.
Repair and re-cementation of cast crowns, inlays, onlays, and labial veneers	Benefits are payable if the service is performed more than six months after initial restoration placement. Payable once in 12 months thereafter.

Type C Covered Services	**Benefit**
Full or partial removable dentures	Benefits are payable for final dentures.
Replacement of removable dentures	Benefits are payable if: • the existing denture is more than 60 months old; or
Bridgework (fixed dentures)	Benefits are payable for the replacement of lost, extracted, or congenitally missing teeth. Benefits are payable for Insured Persons age 16 and older.
Replacement of bridgework	Benefits are payable if: • the existing bridgework is more than 60 months old; or
Crowns, inlays, onlays, and labial veneers	Benefits for veneered molar crowns are equal to the amount otherwise payable for cast metal crowns. Benefits are payable for damage due to decay or tooth fracture, but only if the tooth cannot be restored with standard filling material. Benefits are payable for Insured Persons age 16 and older.
Replacement of crowns, inlays, onlays, and labial veneers	Benefits are payable if the existing crown, inlay or onlay is more than 60 months old.
Endosteal Implants	Once per tooth per lifetime.

Orthodontic Covered Services	**Benefit**
Dependent Child orthodontic services	Benefits are payable for orthodontic services including, but not limited to, x-rays, and appliances. Orthodontic treatment is deemed to have begun at the time of banding and/or when other orthodontic appliances are initially placed in connection with a current course of treatment.
Harmful Habit Appliance	Benefits are payable for Dependent children up to age 19.

GENERAL EXCLUSIONS

We will not pay benefits for any Expense:

a) for any treatment, procedure or supply which is not identified as a Covered Service in this Schedule;
b) for any treatment, procedure or supply which is considered an Experimental or Investigational Device, Treatment or Procedure;
c) for any treatment, procedure or supply which is not considered Medically Necessary or which is provided for patient convenience or to relieve anxiety;
d) for a treatment, procedure or supply for which benefits are payable under any other group health or dental plan maintained or sponsored by the Policyholder;
e) related to tests and laboratory exams, bacteriologic studies, caries susceptibility tests, pulp vitality tests, oral pathology laboratory, oral hygiene instruction, education or training, histopathologic examinations, diagnostic casts and photographs, the diagnosis or treatment of congenital malformations, magnetic resonance imaging and gnathological procedures, services, supplies or procedures related to orthognathic surgery, osteoplasties, osteotomies, LeFort procedures, maxillofacial prosthetics, vestibuloplasties, stomatoplasties, and any procedures related to the diagnosis or treatment of jaw fractures;

f) related to the diagnosis or treatment of Temporomandibular Disorders (TMD) and functional/myofunctional therapy except to the extent as may be required by applicable state law, or unless otherwise listed as a Covered Service in this Schedule;
g) related to Cosmetic or Reconstructive Procedures;
h) for procedures, restorations, devices, appliances or dentures to change vertical dimension, to alter occlusion or to replace tooth structure lost through attrition, erosion or abrasion including occlusal adjustment or equilibration;
i) related to the replacement of lost dentures or the replacement of lost or broken appliances;
j) for athletic mouth guards, bruxism appliances or any procedure related to such appliance, except as specifically covered as an orthodontic procedure;
k) for precision attachments, connector bars, coping materials, overdentures, unilateral partial dentures and stress breakers;
l) for drugs and medications whether or not they require a written prescription, or for analgesics or euphoric drugs;
m) for cast restorations, full or partial dentures and fixed bridgework for, which final impressions were taken before the date insurance began or after insurance ends;
n) for treatment, procedures, or supplies which We determine are customarily performed in association with a more comprehensive dental procedure, including, but not limited to, local anesthesia, pulp capping (direct or indirect), insulating/cementing bases, periodontal splinting (permanent or provisional), temporary crowns, bridges, and dentures; or any minor associated gingival involvement when performed in conjunction with a cast restoration or fixed bridgework;
o) for duplication of treatments, procedures or supplies, including, but not limited to, when an Insured Person transfers from the care of one Provider to the care of another Provider;
p) which arise out of or in the course of employment for any employer or for which the Insured Person is paid benefits under any workers' compensation or occupational disease law, or receives any settlement from a worker's compensation carrier;
q) for treatments, procedures or supplies for which the Insured Person is not liable for payment, or which are provided or paid for by a state or federal government or its agencies;
r) which results, whether the Insured Person is sane or insane, from an intentionally self-inflicted injury or sickness;
s) resulting from the Insured Person's participation in a riot or in the commission of a felony;
t) which results from an act of declared or undeclared war or armed aggression;
u) which is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable.

ELIGIBILITY

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of this Policy.

DEFINITIONS

Actively Working or *Active Work* means an Employee is performing the normal duties of his or her regular job for the Policyholder on a regular and continuous basis 32 or more hours each week and is receiving compensation from the Policyholder for work performed for the Policyholder at:

a) the Policyholder's usual place of business;
b) an alternative work site at the direction of the Policyholder, or
c) a location to which one must travel to perform the job.

An Employee will be considered actively working on any day that is a regular paid holiday or day of vacation, or regular or scheduled non-working day, provided the Employee was actively working on the last preceding regular work day.

Eligibility Waiting Period means a continuous period of Active Work that an Employee must satisfy before becoming eligible for insurance as described in the When an Employee Becomes Eligible for Insurance (Eligibility Waiting Period) provision.

Employee means:

a) a citizen or permanent resident of the United States who is Actively Working; or
b) a person who is authorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations who is Actively Working.

An employee does not include a person:

a) working outside the United States for a period in excess of 12 consecutive months unless written approval has been received from Our authorized representative in Our home office;
b) working on a seasonal or temporary basis; or
c) performing services for the Policyholder as an independent contractor, including persons reporting income on a 1099 form, or subject to the terms of a leasing agreement between the Policyholder and a leasing organization.

Life Event means:

a) a change in legal marital status;
b) a change in the number of Your Dependents; or
c) a significant cost or coverage change under any other plan under which You or Your Dependents are covered.

WHEN AN EMPLOYEE BECOMES ELIGIBLE FOR INSURANCE (ELIGIBILITY WAITING PERIOD)

An Employee becomes eligible for insurance under this Policy on the day following completion of an Eligibility Waiting Period of 30 days of continuous Active Work.

WHEN A DEPENDENT BECOMES ELIGIBLE

A Dependent becomes eligible for insurance under this Policy on the later of:

a) the day You become eligible for insurance under this Policy; or
b) the day You acquire the Dependent, provided You elect insurance for yourself under this Policy.

If both You and Your Spouse are eligible for insurance under this Policy as Employees of the Policyholder, neither You nor Your Spouse may elect insurance as a Dependent of the other person.

If both You and Your Spouse are eligible for insurance under this Policy as Employees of the Policyholder, either You or Your Spouse, but not both, may elect insurance for Your Dependent child(ren) under this Policy.

WHEN INSURANCE BEGINS

An eligible Employee must request insurance for the Employee and any Dependents by properly enrolling through an enrollment process acceptable to Us. Enrollment information must be submitted to the Policyholder within 31 days following the day the Employee or Dependent(s) becomes eligible.

An Employee will become insured on the first day of the month which coincides with or follows the latest of the day:

a) the Employee begins Active Work; or
b) the Employee's enrollment information is properly completed and signed by the Employee.

If the Employee is not Actively Working on the day insurance would otherwise begin, insurance will begin on the day the Employee returns to Active Work.

An eligible Dependent will become insured on the latest of the day:

a) the Employee becomes insured;
b) the Employee acquires the eligible Dependent; or
c) the Dependent's enrollment information is properly completed and signed by the Employee.

Insurance for a Dependent child who became Incapacitated prior to reaching the age of 30, will begin in accordance with the When Insurance Begins provision, provided the child otherwise meets the definition of Dependent.

The First Enrollment Period

An Employee may elect insurance for the Employee and any Dependents during the First Enrollment Period. The First Enrollment Period is the 31 day period following the day the Employee or the Dependent becomes eligible for insurance under this Policy.

Subsequent Enrollment Periods

An Employee may elect, drop, increase, decrease or change insurance during a Subsequent Enrollment Period. A Subsequent Enrollment Period is any period up to 31 consecutive calendar days as designated by the Policyholder and agreed to in writing by Our authorized representative in Our home office.

When Election Changes Are Permitted

The Policyholder has chosen to provide these insurance benefits under a Section 125 cafeteria plan. A cafeteria plan permits You to elect to pay Your share of the benefit cost with pre-tax dollars and permits You to change Your election only when specific Life Events occur (other than during an enrollment period designated by the Policyholder and agreed to in writing by Our authorized representative in Our home office). You may make an election change by submitting a written request to the Policyholder within 31 days from the date of a Life Event.

Life Events are described in the Policyholder's cafeteria plan. Contact the Policyholder for information regarding the election changes that are permissible under the Policyholder's cafeteria plan. If Your election change does not meet Section 125 cafeteria plan requirements, You may only make an election change as described in the Subsequent Enrollment Periods provision.

Within 31 days of a Life Event, You must submit to the Policyholder any request to change insurance through an enrollment process acceptable to Us.

REINSTATEMENT OF INSURANCE

You may be eligible to reinstate insurance that has ended for Yourself and Your eligible Dependents in accordance with this provision. You must submit a request to reinstate insurance to the Policyholder through a reinstatement request process acceptable to Us within 31 days of Your return to Active Work.

Reinstated insurance will take effect on the first day of the month which coincides with or follows the day the reinstatement request is completed and signed. If You are not Actively Working on the day the reinstated insurance would otherwise take effect, insurance will become effective on the day You return to Active Work.

The following reinstatement options are available:

Non-Payment of Premium or Voluntary Termination of Coverage

If insurance ended due to non-payment of premium or voluntary termination of coverage, insurance may be reinstated during the first Subsequent Enrollment Period which occurs at least 6 months after the date on which insurance ended.

Involuntary Reduction in Hours

If insurance ended because the Employee was no longer Actively Working due to an involuntary reduction of hours worked, insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee returns to Active Work and there was no break in employment with the Policyholder after the date insurance ended.

Rehired Employee Due to Layoff or Termination

If insurance ended because the Employee was no longer Actively Working due to layoff or termination of employment with the Policyholder, insurance may be reinstated without satisfying another Eligibility Waiting Period if the Employee is rehired and returns to Active Work within 90 days from the date employment ended.

Rehired Employee Due to Leave of Absence

If insurance ended due to an approved leave of absence, including military leave, insurance may be reinstated within 1 year from the date employment ended, without satisfying another Eligibility Waiting Period upon return to Active Work.

WHEN INSURANCE ENDS

Insurance will end for You and Your Dependents on the last day of the month in which the earliest of the following events occurs:

a) this Policy terminates;
b) You are no longer eligible for insurance under this Policy;
c) any applicable premium is due and unpaid; or
d) You begin active duty in the Armed Forces, National Guard or Reserves of any state or country (except for temporary active duty of 31 days or less).

In addition to the items above, insurance for a Dependent will end on the last day of the month in which the earliest of the following events occurs:

a) the Dependent is no longer eligible for insurance under this Policy; or
b) the Dependent begins active duty in the Armed Forces, National Guard or Reserves of any state or country (except for temporary active duty of 31 days or less).

EXCEPTIONS TO WHEN INSURANCE ENDS

If You cease to be Actively Working, You and/or Your Dependents may be eligible to continue or obtain insurance under one of the following provisions:

a) Continuation of Insurance for Approved Layoff, Leave of Absence or Paid Severance
b) COBRA Continuation

CONTINUATION OF INSURANCE FOR APPROVED LAYOFF, LEAVE OF ABSENCE OR PAID SEVERANCE

In the event of a conflict between this provision and any other provision of this Policy, this provision shall control.

You may be able to continue insurance for Yourself and Your Dependent(s) until the end of the month in which You cease to be Actively Working in the event of:

a) a temporary involuntary layoff; or
b) a personal leave of absence approved by the Policyholder due to:
    1. an Injury or Sickness; or
    2. any other personal reason.

In addition, the federal Family Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as certain state laws, allow continuation of insurance in certain instances for leaves of absence, layoff or termination. Contact the Policyholder for additional information regarding any other continuation options that may be available.

You may also be able to continue insurance from the day You cease to be Actively Working if You are entitled to and receive paid severance from the Policyholder.

Any insurance continued under this provision will be subject to the following conditions:

a) insurance may not be continued beyond the earliest of:
    1. the end of the month in which Your layoff or leave of absence began;
    2. the time period allowed by FMLA, USERRA or applicable state law that allows for continuation; or
    3. the time period during which You receive paid severance;
b) the amount of insurance may not be increased while insurance is continued under this provision;
c) We must receive notification acceptable to Us of the approved absence or severance from the Policyholder within 31 days from the date You cease Active Work; and
d) We must continue to receive premium payment when due (premiums must be paid by You or on Your behalf).

Insurance under this provision will end on the earliest of the day:

a) the time period in a) in the preceding paragraph has been satisfied;
b) Your temporary involuntary layoff becomes permanent, if insurance is continued under this provision due to Your temporary involuntary layoff;
c) You return to Active Work;
d) this Policy terminates;
e) any applicable premium is due and unpaid;
f) You obtain a similar type of coverage under another group or individual worksite plan; or
g) You begin employment with an employer other than the Policyholder.

See the Options for Payment of Premium for Continued Insurance provision for premium payment options.

OPTIONS FOR PAYMENT OF PREMIUM FOR CONTINUED INSURANCE

When insurance is continued, We must receive premium payment when due (premiums must be paid by You or on Your behalf) for insurance to remain effective. This can occur in one of the following ways:

a) the Policyholder may pay the premiums; or
b) You may pay premium to the Policyholder who will then submit premium to Us.

Contact the Policyholder to determine which option is available to You. Payment of premium does not guarantee eligibility for coverage.

PAYMENT OF CLAIMS

HOW TO FILE CLAIMS

Before benefits are paid, We must be given a written proof of loss.

Written proof of loss should be sent to the following address:

P.O. Box 6560
Sherwood, AR 72124

PROOF OF LOSS

If a Participating Provider is used, You do not need to submit a claim form to Us.

If a Non-Participating Provider is used, You must submit a claim form to Us. You may use a standard claim form supplied by Your Provider or You may request a form from Us. You or Your Provider have 90 days from the date of service to file a written proof of loss. We will not deny any claim filed after 90 days from the date of dental services if:

a) it was not reasonably possible to file the claim within that 90-day period; and
b) the claim is filed as soon as it is reasonably possible; and
c) the claim is filed within one year after the end of that 90-day period, unless You had been legally incapable of filing the claim.

We may occasionally require an Insured Person to be examined by a Provider of Our choice to assist in determining whether benefits are payable. We will pay for these examinations. We will not require more than a reasonable number of such examinations.

PAYMENT OF CLAIMS

If services are received from a Participating Provider, benefits will be paid to that Provider.

If services are received from a Non-Participating Provider, benefits will be paid to You, unless You or Your Dependent have assigned benefits to that Provider, if required by law.

Benefits not paid to the Provider shall be paid to You except that benefits unpaid at Your death may be paid, at Our option, to:

a) any relative who We determine is entitled to the benefits; or
b) Your estate.

Any payment made in good faith will fully discharge Us to the extent of the payment.

REFUND TO US FOR OVERPAYMENT OF BENEFITS

If We pay benefits for Expenses incurred by You and/or Your Dependent, and it is found that We paid more benefits than We should have paid under the Policy, We will have the right to a refund from You.

The amount of the refund is the difference between:

a) the amount of benefits paid by Us for those Expenses; and
b) the amount of benefits which should have been paid by Us for those Expenses.

However, at Our option, We may recover the excess amount by reducing or offsetting any future benefits payable for Expenses incurred by You and Your Dependent(s) by the amount of the overpayment.

AUTHORITY TO INTERPRET POLICY

By purchasing the Policy, the Policyholder grants Us the discretion and the final authority to construe and interpret the Policy. This means that We have the authority to decide all questions of eligibility and all questions regarding the amount and payment of any Policy benefits within the terms of the Policy as interpreted by Us. Benefits under the Policy will be paid only if We decide, in Our discretion, that a person is entitled to them. In making any decision, We may rely on the accuracy and completeness of any information furnished by the Policyholder, an Insured Person or any other third party. Our interpretation of the Policy as to the amount of benefits and eligibility shall be binding and conclusive on all persons.

The Policyholder further grants Us the authority to delegate to third parties, including, without limitation, Mutual of Omaha Insurance Company and any third party administrator with whom We have contracted to provide claims administration and other administrative services ("TPA"), the discretionary authority granted in the Policy. The Policyholder expressly grants any such third party the full discretionary authority granted to Us under this Policy.

The Insured Person has the right to request a review of Our decision. If, after exercising the Policy's review procedures, the Insured Person's claim for benefits is denied or ignored, in whole or in part, the Insured Person may file suit and a court will review the Insured Person's eligibility or entitlement to benefits under the Policy.

The Policyholder, as Plan sponsor, agrees that the Policyholder retains full responsibility for the legal and tax status of its benefits program and releases Us from all responsibility for the reporting and the employment-based design of the program and from all other responsibilities not accepted in writing by one of Our officers.

CLAIM REVIEW AND APPEAL PROCEDURES

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of the Policy.

DEFINITIONS

Adverse Benefit Determination means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part), for a benefit, including, without limitation, any such denial, reduction, termination of, or failure to provide or make payment that is based upon:

a) the Insured Person's ineligibility for insurance under the Policy; or
b) Our determination that the treatment or service is not a Covered Service under the Policy.

Day(s) means calendar day(s).

CLAIM REVIEW PROCEDURES

Once We receive information necessary to evaluate the claim, We will make a decision within the time periods set forth below.

In the event an extension is necessary due to matters beyond Our control, We will notify You of the extension and the circumstances requiring the extension. Except where You voluntarily agree to provide Us with additional time, extensions are limited as set forth below.

If an extension is necessary due to Your failure to submit complete information, We will notify You of the additional information required. Such notice of incomplete information will be sent within the time periods set forth below.

In order for Us to continue processing Your claim, the missing information must be provided to Us within the time periods set forth below.

You may contact Us at any time for additional details about the processing of the claim.

CLAIMS OR REQUESTS

a) Initial review: 30 days unless additional information is requested as set forth below;
b) Extension Period: 15 days; and
c) Maximum number of extensions: one.

If additional information is needed, We will notify You within ten days of Our receipt of the claim. Once You receive Our request for additional information, You will be given no less than 45 days to submit the additional information to Us. We will make Our determination within 15 days of Our receipt of the additional information. If We do not receive the additional information within the specified time period, We will make Our determination based upon the available information.

CLAIM DENIALS

If a request for a claim is denied or partly denied, You will receive a written or electronic notice of the denial, which will include:

a) the specific reason(s) for the denial;
b) reference to the specific Policy provisions on which the denial is based;
c) a description of the appeal procedures and time limits applicable to such procedures, including Your right to request an appeal within 180 days and Your right to bring a civil action following the appeal process; and
d) any other information which may be required under state or federal laws and regulations.

Additionally, if an internal rule, guideline, protocol or other similar criterion was relied upon in making the Adverse Benefit Determination, You will receive a statement indicating Your right to receive, upon request and free of charge, such internal rule, guideline, protocol or other similar criterion that was used in making the Adverse Benefit Determination.

Furthermore, if the Adverse Benefit Determination is based on a medical necessity or experimental treatment or similar exclusion or limit, You will receive a statement indicating that an explanation of the scientific or clinical judgment for such determination will be provided to You upon request, free of charge.

OPPORTUNITY TO REQUEST AN APPEAL

You shall have a reasonable opportunity to appeal claim review decisions in accordance with this Claim Review and Appeal Procedures section. As part of the appeal, there will be a full and fair review of the claim review decisions.

The request for an appeal can be written or electronically submitted and should include any additional information You believe may have been omitted from Our review or that should be considered by Us.

We will establish and maintain procedures for hearing, researching, recording and resolving any appeal. The notification You receive regarding Our claim review decision will include instructions on how and where to submit an appeal.

You will have no later than 180 days from Your receipt of notification of Our claim review decision to submit a request for an appeal.

The request for an appeal should include:

a) the name of the patient;
b) the name of the person filing the appeal if different from the patient;
c) the Policy number;
d) the nature of the appeal; and
e) names of all individuals, facilities and/or services involved with the appeal.

By requesting an appeal, You have authorized Us, or anyone designated by Us, to review any and all records (including, but not limited to, Your medical records) which We determine may be relevant to Your appeal.

RESPONSE TO APPEALS

We will respond no later than 60 days from Our receipt of Your request for an appeal. However, if We determine that an extension is required, We will notify You in writing of the extension prior to the termination of the initial appeal period. In no event will the extension exceed 60 calendar days from the end of the initial appeal period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

When We make Our determination, You will be provided with:

a) information regarding the decision; and
b) information regarding other internal or external appeal or dispute resolution alternatives, including any required state mandated appeal rights.

This section explains Your appeal rights under the Policy.

STANDARD PROVISIONS

INSURANCE CONTRACT

The insurance contract consists of:

a) the Policy; and
b) the Policyholder's application attached to the Policy.

CHANGES IN THE INSURANCE CONTRACT

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

a) does not require the consent of any Insured Person or beneficiary; and
b) must be:
    1. in writing;
    2. made a part of the Policy; and
    3. signed by one of Our officers.

A change may affect any class of Insured Persons, including retirees if retiree coverage is included in the Policy.

APPLICATIONS

Statements in an application are treated as representations, not as warranties.

LEGAL ACTIONS

No legal action can be brought until at least sixty (60) days after We have been given written proof of loss. No legal action can be brought after the expiration of the applicable statute of limitations (five (5) years for Kansas residents) from the time written proof of loss is required.

ASSIGNMENT

No assignment of this Policy is binding upon Us unless We agree to it in writing and not until it is filed with Us at Our home office.

DELEGATION

We may delegate some of Our obligations and responsibilities under the Policy to a third party designated by Us, including, without limitation, the TPA.

COORDINATION OF BENEFITS (COB)

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of the Policy.

DEFINITIONS

Claimant means the Insured Person for whom a claim under the Policy is made.

Claim Period means part or all of a Policy Year during which the Claimant is insured under the Policy.

Covered Expense means any charge which meets all of the following requirements:

a) it is a charge for an item of Medically Necessary Expense;
b) it is an Expense which the Claimant must pay; and
c) it is an Expense, including deductibles, coinsurance and copayments, which is covered at least in part by any Plan during a Claim Period.

However, any Expense, which is not payable by the Primary Plan because of the Claimant's failure to comply with cost containment requirements will not be considered a Covered Expense by this Plan if this Plan is the Secondary Plan.

If a Plan provides benefits in the form of a service rather than cash payments, the reasonable cash value of the service during the Claim Period will also be considered a Covered Expense.

Plan means the Policy and any of the following coverages, including coverage which is declared to be excess to all other coverages, which provide benefit payments or services to an Insured Person for hospital, medical, surgical, dental, prescription drug or vision care:

a) group, blanket or franchise insurance (except student accident insurance);
b) group Blue Cross and/or Blue Shield coverage and prepayment coverage on a group basis, including HMOs (Health Maintenance Organizations);
c) coverage under a labor-management trustee plan, a union welfare plan, an employer organization plan or an employee benefits plan;
d) coverage under government programs, other than Medicare or Medicaid, and any other coverage required or provided by law;
e) other arrangements of insured or self-insured group coverage.

Primary Plan means the Plan that pays benefits prior to payment of benefits by a Secondary Plan in accordance with the terms of this Coordination of Benefits provision.

Secondary Plan means the Plan that pays benefits after benefits have been paid by the Primary Plan in accordance with the terms of this Coordination of Benefits provision.

COORDINATION OF BENEFITS (COB)

If the Claimant is covered by another Plan or Plans, the benefits under this Policy and the other Plan(s) will be coordinated. This means one Plan pays its full benefits first, then the other Plan(s) pay(s).

The Primary Plan pays the benefits that would be payable under its terms in the absence of this provision.

The Secondary Plan will limit the benefits it pays so that the sum of its benefits and all other benefits paid by the Primary Plan will not exceed 100% of total Covered Expenses.

This COB provision will not apply to a claim when the Covered Expense incurred during a Claim Period is $50 or less; but if:

a) additional Covered Expense is incurred during such Claim Period; and
b) the total Covered Expense exceeds $50;

then this COB provision will apply to the total amount of the claim.

The Order of Benefit Determination provision below explains the order in which Plans must pay benefits.

ORDER OF BENEFIT DETERMINATION

When another Plan **does not** have rules coordinating its benefits with those of this Policy, or if it has coordination of benefits rules which differ from the rules described in this Coordination of Benefits provision, that other Plan must determine benefits first.

When another Plan **does** have rules coordinating its benefits with those of this Policy, and those rules are similar to the rules described in this Coordination of Benefits section, the first of the following rules which applies shall govern:

a) If a Plan covers the Claimant as an employee, retiree, member, subscriber, or nondependent, then that Plan will pay its benefits first; except when:
   1. one Plan covers the Claimant as a laid-off or retired employee (or a dependent of such person); and
   2. the other Plan includes this Coordination of Benefits rule for laid-off or retired employees (or is issued in a state which requires this Coordination Of Benefits rule by law);

   then the Plan which covers the Claimant as other than a laid-off or retired employee (or a dependent of such person) will pay first. If the other Plan does not have this Coordination of Benefits rule regarding laid off or retired employee rule, and if, as a result the Plans do not agree on the order of benefits, this rule will not apply.

b) If the Claimant is a dependent child whose parents:
   1. are not divorced or separated; or
   2. are divorced or separated, but the court decree states the parents will share joint custody without requiring one parent to be responsible for coverage;

   then the Plan of the parent whose birthday anniversary is earlier in the calendar year will pay first; except:
   1. If both parents' birthdays are on the same day, the rules in subsection d) below will apply.
   2. If another Plan does not include this Coordination of Benefits rule based on the parents' birthdays, but instead has a rule based on the gender of the parent, then that Plan's Coordination of Benefits rule will determine the order of benefits.

c) If the Claimant is a dependent child whose parents are divorced or separated (except when sharing joint custody), then the following rules apply:
   1. A Plan which covers a child as a dependent of a parent who by court decree must provide dental coverage will pay first; provided that Plan has actual knowledge of the court decree.
   2. When there is no court decree which requires a parent to provide dental coverage to a dependent child, or when the Plan covering the parent has no knowledge of the court decree, the following rules will apply:
      a. When the parent who has custody of the child **has not** remarried, that parent's Plan will pay first.
      b. When the parent who has custody of the child **has** remarried, then benefits will be determined by that parent's Plan first, by the stepparent's Plan second, and by the Plan of the parent without custody third.

d) If none of the above rules applies, the Plan which has covered the Claimant for the longer period of time will pay its benefits first.

Where part of a Plan coordinates benefits and a part does not, each part will be treated like a separate Plan.

RIGHT TO COLLECT AND RELEASE NEEDED INFORMATION

In order to receive benefits, the Claimant must give Us any information which is needed to coordinate benefits. With the Claimant's consent, We may release to or collect from any person or organization any needed information about the Claimant.

PLAN REIMBURSEMENT FOR THIRD PARTY PAYMENT

If benefits, which this Policy should have paid, are instead paid by another Plan, we will reimburse the Employee. Amounts reimbursed shall be considered to be benefits paid under this Policy and shall be treated in the same manner as other benefits under this Policy in accordance with the terms of this Policy.

RIGHT OF RECOVERY

If this Policy pays more for a Covered Expense than is required by this COB provision, the excess payment may be recovered from:

a) the Claimant; or
b) any person to whom the payment was made.

COBRA CONTINUATION

The COBRA Continuation provision applies only if the Policyholder employed 20 or more employees on at least 50 percent of its business days during the preceding calendar year.

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of the Policy.

DEFINITIONS

Dental Insurance as used in this section generally means the dental insurance You had under this Policy on the day before the qualifying event. Dental insurance is subject to change as a result of open enrollments or plan modifications.

Plan Administrator means the person or entity designated as the plan administrator for the Policyholder's group dental plan.

Qualified Beneficiary means any individual who, on the day before the qualifying event, is an Insured Person under the Policy. Qualified Beneficiary also includes a child who is born or is placed for adoption with You during the period of continued coverage.

CONTINUATION OF DENTAL INSURANCE

For You and Your Dependents

You and/or any insured Dependent who is a Qualified Beneficiary may elect to continue Dental Insurance for as long as 18 months from the day Your coverage ends because of these qualifying events:

a) Your employment terminates (other than due to gross misconduct); or
b) You no longer satisfy the requirements for hours worked.

If an Insured Person is determined, in accordance with Title II or XVI of the Social Security Act, to have been disabled at any time during the first 60 days of continued coverage, the reference to 18 months in the preceding sentence is deemed a reference to 29 months. Notice of such determination must be given to the Plan Administrator before the first 18 months of continued coverage ends and within 60 days of the date of the determination. Refer to the Payment of Premium section below.

During the period You continue coverage:

a) any new eligible Dependents You acquire may be added in accordance with the When a Dependent Becomes Eligible provision; and
b) any eligible Dependents You declined to insure before Your continued Dental Insurance began may be added during any open enrollment period provided by the Policy provided any additional premium is paid. However, such Dependents, other than a Qualified Beneficiary, who are added after the qualifying event will not be entitled to continue coverage as Qualified Beneficiaries after an event occurs as shown in the For Your Dependents Only section below.

For Your Dependents Only

Your insured Spouse who is a Qualified Beneficiary and/or each of Your insured Dependent children who is a Qualified Beneficiary may elect to continue Dental Insurance for as long as 36 months from the day coverage ends because of these qualifying events:

a) You die;
b) You become entitled to Medicare benefits;
c) You and Your Spouse are legally separated;
d) Your marriage is ended by divorce; or
e) a child is no longer an eligible Dependent.

If Your Dependent is already continuing coverage under the For You and Your Dependents section above when an event shown in the For Your Dependents Only section occurs, that second event will not entitle Your Dependent to continue coverage beyond 36 months under the For You and Your Dependents and For Your Dependents Only sections combined.

If Your Dependent becomes entitled to continue Dental Insurance under both the For You and Your Dependents and For Your Dependents Only sections on the same day, the periods of continued coverage will run concurrently and will not exceed 36 months.

Notice Requirements

Your employer is required by law to notify the Plan Administrator within 30 days after Your termination of employment, reduction in hours, death or entitlement to Medicare. You must notify the Plan Administrator within 60 days after the day You are legally separated or divorced, or Your child ceases to be an eligible Dependent.

If an Insured Person is determined, in accordance with Title II or XVI of the Social Security Act, to have been disabled at any time during the first 60 days of continued coverage, that person must:

a) notify the Plan Administrator within 60 days of the date of the determination and before the first 18 months of continued coverage ends; and
b) notify the Plan Administrator within 30 days of the date of any final determination that he or she is no longer disabled. Then, continued coverage ends the first day of the month that begins more than 30 days after the date of such final determination.

Within 14 days after receiving notice of a qualifying event, the Plan Administrator will send You or Your Dependent written notice of the continuation right. The Plan Administrator must receive Your or Your Dependent's written request to continue Dental Insurance within 60 days after the day:

a) Dental Insurance ends; or
b) the Insured Person is sent notice of the continuation right; whichever is later.

Payment of Premium

To continue coverage, You or Your Dependent must pay the required premium, including any retroactive premium. The initial premium must be paid to the Plan Administrator within 45 days after the day continued coverage is elected. The Plan Administrator will inform You or Your Dependent of procedures to pay subsequent monthly premiums.

End of Continuation

An Insured Person's continued Dental Insurance will end at midnight on the earliest of:

a) the day Your employer ceases to provide any group dental plan to any employee;
b) the day premium is due and unpaid;
c) the day the Insured Person is covered under any other group dental plan as an employee or otherwise; however, this does not apply when the Insured Person is covered under a similar group plan which contains any preexisting condition limitations which apply to that person. Then, he or she may continue coverage under the Policy until the earlier of:
    1. the day the preexisting conditions limitation under the new group plan no longer applies; or
    2. the day continued coverage would otherwise end;
d) 18 months (or 29 months or 36 months as provided above) from the day Your coverage ends under the Policy;
e) the day an Insured Person again becomes covered under the Policy;
f) the day an Insured Person is entitled to benefits under Medicare;
g) the day the Policy terminates.

Other Continuation Provisions

In the event Dental Insurance is continued under any other continuation provisions of the Policy, the periods of continued coverage will run concurrently. If another continuation provision provides a shorter continuation period for which premium is paid in whole or in part by Your employer, then the premium You are required to pay may increase for the remainder of the 18-month, 29-month, or 36-month period provided above.

SUBROGATION AND/OR REIMBURSEMENT RIGHTS

This section applies if You or Your Dependent suffers a loss otherwise payable under the Policy that is the result of an act or omission of a Third Party.

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of the Policy.

DEFINITIONS

Reimbursement Rights means Our right to be reimbursed if:

a) We pay benefits for You or Your Dependent because of an injury or sickness caused by a Third Party's act or omission; and
b) You, Your Dependent or Your Dependent's legal representative recovers an amount from the Third Party, the Third Party's insurer, an uninsured motorist insurer or anyone else by reason of the Third Party's act or omission. This recovery may be the result of a lawsuit, a settlement or some other act. We are entitled to be paid out of any recovery, up to the amount of benefits We pay.

Subrogation Rights means Our right to enforce Our recovery of any benefits paid for You and/or Your Dependent because of an injury or sickness caused by a Third Party's act or omission. We are entitled to be paid out of any recovery, up to the amount of benefits We pay.

Third Party means another person or organization.

REIMBURSEMENT RIGHTS AND SUBROGATION RIGHTS

If You or Your Dependent has an injury or sickness caused by a Third Party's act or omission:

a) We will pay benefits subject to Our Reimbursement Rights and Subrogation Rights and on condition that You or Your Dependent (or the legal representative of You or Your Dependent):
    1. will not take any action which would prejudice Our Reimbursement Rights or Subrogation Rights; and
    2. will cooperate in doing what is reasonably necessary to assist Us in enforcing Our Reimbursement Rights or Subrogation Rights.
b) Our Reimbursement Rights or Subrogation Rights will not be limited or reduced because:
    1. the recovery does not fully compensate You or Your Dependent for all losses sustained or alleged; or
    2. the recovery is not described as being related to medical or dental costs or loss of income.
c) We may enforce Our Reimbursement Rights or Subrogation Rights by filing a lien with the Third Party, the Third Party's insurer or another insurer, a court having jurisdiction in this matter or any other appropriate party.
d) The amount of Our reimbursement will not be reduced by legal fees or court costs incurred in seeking the recovery, unless We agree otherwise in writing.
e) We may elect to charge any reimbursement due Us under this section against any future benefit payments for You or Your Dependents under the Policy. This will not reduce Our right to be paid out of any recovery up to the amount of benefits not yet reimbursed.

DEFINITIONS

Capitalized terms used in this section have the meanings assigned to them in this section or in other sections of the Policy.

Certificate means this Certificate of Insurance form, including the Schedule and any Riders.

Cosmetic or *Reconstructive Procedure* means any treatment or procedure performed or supply provided primarily to:

a) improve physical appearance or to change or restore bodily form without materially correcting a bodily malfunction, condition or disease; or
b) prevent or treat a mental or nervous disorder through a change in bodily form.

Covered Service means a dental treatment, procedure or supply that is:

a) Medically Necessary;
b) described in the Schedule as a treatment, procedure or supply for which benefits are payable;
c) performed by a Provider; and
d) assigned a procedure code, which We determine to be generally accepted by the dental insurance industry.

Dental Charges Database (DCD) means a commercially available charge information database selected by Us that provides historical information about the charges of Providers by procedure code and geographic categories, all as determined and adjusted by the database supplier. The Dental Charges Database will be updated by Us as information becomes available from the database supplier, up to twice each year. We may also modify the database in Our discretion to reflect Our experience. We have the right, in Our discretion, to substitute or replace the selected database with a database or databases of comparable purpose, with or without notice.

Dental Hygienist or *Denturist* means a person who is:

a) licensed to perform specified dental procedures under the law of the jurisdiction in which the dental procedure is performed; and
b) operating within the scope of his or her license.

Dentist means a person who is:

a) licensed to practice dentistry under the law of the jurisdiction in which the dental procedure is performed; and
b) operating within the scope of his or her license.

Dependent means a citizen, permanent resident or lawful resident of the United States who, as indicated by evidence acceptable to Us, is:

a) Your Spouse;
b) Your natural born or legally adopted child or a child placed for adoption with You, or a foster child;
c) Your stepchild living in Your home; or
d) any other child who lives with You in a regular parent/child relationship and who qualifies as Your "dependent" as defined in the United States Internal Revenue Code.

A dependent does not include:

a) anyone insured under this Policy as an Employee;
b) anyone who is a member of the Armed Forces, National Guard or Reserves of any state or county on active duty (except for temporary duty of 31 days or less for training);
c) Your divorced or legally separated Spouse;
d) a child who has reached the age of 25, except that a child will continue to be a Dependent until the end of the calendar year in which the child reaches the age of 25 if such child is (1) dependent upon You for support and (2) living in Your household or a full-time or part-time student. If a child reaches an age on which the child would no longer be an eligible Dependent, the child will continue to be a Dependent until the end of the calendar year in which the child reaches the age of 30 if the child is (1) unmarried and does not have a dependent of his or her own, (2) a resident of Florida or a full-time or part-time student and (3) not provided coverage as a named subscriber, insured, enrollee or covered person under any other group, blanket or franchise health insurance policy or individual health benefits plan, or is not entitled to benefits under Title XVIII of the Social Security Act;

e) Your child if the child has been legally adopted by another person; or
f) a child:
    1. temporarily living in Your home;
    2. placed in Your home by a social service agency which retains control over the child; or
    3. who has a natural parent in a position to exercise parental responsibility and control.

If a Dependent child is Incapacitated and reaches an age on which the child would no longer be considered an eligible Dependent, the child shall continue to be a Dependent as long as the child remains Incapacitated.

Expense means the charge incurred for a dental treatment, procedure or supply. Expense is considered incurred on the date a treatment or procedure is performed or a supply is furnished. Expense does not include any charge which is in excess of the charge that the Provider agreed to accept as payment in full.

Experimental or Investigational Device, Treatment or Procedure means a device, treatment or procedure which We determine:
a) is not in general use in the practice of dentistry;
b) is under continued scientific testing or ongoing clinical trials;
c) does not have a measurable benefit for a dental injury, condition or disease; or
d) has not been proven to be safe and effective.

In making this determination, We may rely on outside sources, including, but not limited to, dental consultants, dental journals, or governmental regulations.

Incapacitated means that a Dependent child is:
a) continuously incapable of self-sustaining employment by reason of mental retardation, developmental disability, mental illness or physical handicap; and
b) primarily dependent upon You for financial support and maintenance on a continuous basis.

Insured Person means You and/or Your Dependents who are insured under the Policy.

Medically Necessary means a dental treatment, procedure or supply which We and/or a qualified party or entity selected by Us determines is:
a) provided for the prevention, diagnosis, or direct treatment of a dental injury, condition or disease;
b) appropriate and consistent with the symptoms and findings or diagnosis and treatment of the Insured Person's dental injury, condition or disease; and
c) provided in accordance with generally accepted professional standards of dental practice.

The fact that the Insured Person's Provider orders, prescribes or renders treatments, procedures or supplies does not automatically mean such treatments, procedures or supplies are Medically Necessary.

Natural Tooth means any tooth or part of a tooth that is organic and formed by the natural development of the body (i.e., not manufactured). Organic portions of a tooth include the crown enamel and dentin, the root cementum and dentin, and the enclosed pulp (nerve).

Network means the network of Providers who, through contract with Us or a party or parties that have contracted with Us, have agreed to provide Covered Services to Insured Persons.

Non-Participating Provider means a Provider who does not participate in the Network on the day a treatment or procedure is performed or a supply is furnished.

Non-Participating Provider Allowance means a charge by a Non-Participating Provider for a Covered Service, which is no higher than the 90th percentile identified on the Dental Charges Database (DCD). When there is, in Our determination, minimal data available from the DCD for a Covered Service, We will determine the Non-Participating Provider Allowance by calculating the unit cost for the applicable service category using the DCD, and multiplying that by the relative value of the Covered Service based upon a commercially available relative value scale selected by Us. In the event of an unusually complex Covered Service, a Covered Service that is a new procedure or a Covered Service that otherwise does not have a relative value that is in Our determination applicable, We will assign one. In no event will the Non-Participating Provider Allowance charge exceed the amount billed by the Provider or the amount for which the Insured Person is responsible. The term "Non-Participating Provider Allowance" may not reflect the actual charges of the Provider, and does not take into account the Provider's training, experience or category of licensure. Non-Participating Providers may charge You the difference between what they charge and the Non-Participating Provider Allowance.

Our, We, Us means United of Omaha Life Insurance Company.

Participating Provider means a Provider who participates in the Network on the day a treatment or procedure is performed or a supply is furnished. Participating Providers have agreed to accept a predetermined allowance as payment in full for Covered Services. Any applicable deductibles, coinsurance amounts, or charges for services not covered by the Plan can be charged and collected from You.

Policy means the group dental insurance policy, including this Certificate which is part of the policy, issued to the Policyholder by Us.

Policy Anniversary means October 1 of each Policy Year.

Policy Effective Date means October 1, 2010.

Policy Year means the period commencing on the Policy Effective Date and ending on the next succeeding Policy Anniversary and, thereafter, each yearly period commencing on the Policy Anniversary.

Policyholder means Town of Surfside.

Prior Plan means an insured or self-funded dental plan maintained or sponsored by the Policyholder, which was in effect immediately prior to the Policy Effective Date.

Provider means a Dentist, Denturist, or Dental Hygienist.

Rider means a document that is added to and made a part of the Policy. A rider amends, limits, restricts, or otherwise changes the provisions of this Policy.

Schedule means the section of the Certificate identified as the "Schedule".

Sound Natural Tooth means a Natural Tooth, which is fully restored to function, does not have any decay, is not more susceptible to injury than a virgin tooth, and is without periodontal disease.

Spouse means the person to whom You are legally married, or Your domestic partner, or civil union partner or equivalent, as recognized and allowed by federal law, or by state law in Your state of residence.

TPA means the third party administrator designated by Us to whom We have delegated claims administration and other administrative services.

You, Your means an Employee insured under the Policy.

Group Dental Benefits

Town of Surfside

Group Number: G000369G

United of Omaha Life Insurance Company

Home Office:
Mutual of Omaha Plaza
Omaha, Nebraska 68175

UNITED *of* OMAHA LIFE INSURANCE COMPANY

GROUP DENTAL INSURANCE SCHEDULE

This Schedule describes some of the terms and conditions of the Policy including, but not limited to, the deductible(s), maximum amounts of benefits payable under the Policy, exclusions and limitations. For a complete description of the terms and conditions of the Policy, refer to the appropriate section of the Certificate.

A person is not necessarily entitled to insurance under the Policy because he or she received this Schedule. A person is only entitled to insurance if he or she is eligible in accordance with the terms of the Certificate.

Benefits and Deductibles under the Policy may vary depending upon whether or not Covered Services are received from a Participating Provider or a Non-Participating Provider. All Participating Providers and Non-Participating Providers are independent contractors; they are not Our employees or agents. We do not supervise, control or guarantee the outcome or results of any services or supplies furnished by any Participating Provider or Non-Participating Provider. An Insured Person's relationship with a Participating Provider or a Non-Participating Provider is that of provider and patient. The Participating Provider or Non-Participating Provider is solely responsible for the services and supplies provided to an Insured Person.

POLICY INFORMATION

Policyholder:	Town of Surfside
Revised Date:	October 1, 2012
Policy Anniversary:	October 1
Policy Number:	GUDS-369G
Policy Year:	January 1 through December 31 of the same year
Classification(s):	All eligible active employees

Capitalized terms used in this Schedule have the meanings assigned to them in this Schedule or in other sections of the Policy.

DEFINITIONS

Deductible means the applicable amount shown as the "Deductible" in the General Provisions section of this Schedule. The deductible is the amount of out-of-pocket Expense which must be incurred for Covered Services before benefits are payable.

Late Entrant Waiting Period means the applicable period of time shown as the "Late Entrant Waiting Period" in the General Provisions section of this Schedule. This is the period of time during which an Insured Person must be insured under the Policy before certain benefits are payable.

Maximum Allowance (MA) means the maximum payment allowed by Us for a Covered Service. As it applies to a Participating Provider, the MA shall be equal to the amount the Participating Provider has contractually agreed to accept as payment in full for a Covered Service. As it applies to a Non-Participating Provider, the MA shall be an amount equal to the lowest of:

a) the Non-Participating Provider's actual charge; or
b) the Dental Charges Database allowance.

Orthodontia Maximum Benefit - Dependent only means the total orthodontia benefits payable for Covered Services incurred while insured under the Policy. Benefits for Expenses exceeding the orthodontia maximum benefit are not payable.

Percentage Payable means the percentage of the Maximum Allowance payable by Us for Covered Services after satisfaction of any applicable Deductibles and Late Entrant Waiting Periods.

Policy Year Maximum Benefit means the amount shown as the "Policy Year Maximum Benefit" in the General Provisions section of this Schedule.

GENERAL PROVISIONS

Late Entrant Waiting Period

You and each of Your Dependents must complete the following Late Entrant Waiting Period(s) before any benefits are payable under the Policy:

Late Entrant Waiting Period:

Type A Covered Services ..... None
Type B Covered Services ..... 12 months
Type C Covered Services ..... 12 months
Orthodontia Covered Services ..... 12 months

Deductible

The following Deductible(s) must be satisfied each Policy Year before any benefits are payable under the Policy. Expenses for treatments, procedures or supplies that are not Covered Services, or Expenses for treatments, procedures or supplies incurred during the applicable Late Entrant Waiting Period, may not be used to satisfy the Deductible.

Each Insured Person:

	Participating Provider	Non-Participating Provider
Type A Covered Services	None	None
Type B Covered Services	$50	$50
Type C Covered Services	$50	$50
Orthodontia Covered Services	None	None

Family:

	Participating Provider	Non-Participating Provider
Type A Covered Services	None	None
Type B Covered Services	$150	$150
Type C Covered Services	$150	$150
Orthodontia Covered Services	None	None

If an Insured Person was covered by a Prior Plan, any Deductible satisfied by the Insured Person under such Prior Plan during the current Policy Year shall be applied toward satisfaction of any Deductible under the Policy for the same Policy Year.

Expenses for Covered Services will satisfy the Deductible for both Participating and Non-Participating Providers.

Percentage Payable

If an Insured Person incurs Expenses for a Covered Service described in this Schedule after completion of any applicable Late Entrant Waiting Periods, We will pay benefits in an amount equal to the applicable percentage of the Maximum Allowance shown in this Percentage Payable provision, not to exceed the amount of the Expense incurred, after satisfaction of any applicable Deductible. Benefits will not exceed any applicable maximum benefit limitation described in this Schedule. Our obligation to pay benefits for Covered Services is subject to all terms and conditions of the Policy, including, without limitation, the exclusions and limitations as shown in this Schedule.

	Participating Provider	Non-Participating Provider
Type A Covered Services	100%	100%
Type B Covered Services	90%	80%
Type C Covered Services	60%	50%
Orthodontia Covered Services	60%	50%

The Insured Person is responsible for all Deductibles and other Expenses for which benefits are not payable under the Policy. Non-Participating Providers may bill the Insured Person for the balance of any charge over the Maximum Allowance.

Policy Year Maximum Benefit

The Policy Year Maximum Benefit will apply for each Insured Person each Policy Year. The Policy Year Maximum Benefit is the total amount of benefits payable for Type A, B and C Covered Services incurred by an Insured Person during a Policy Year. After We have paid benefits equal to the Policy Year Maximum Benefit, no additional benefits are payable for Covered Services incurred during such Policy Year.

	Participating Provider	Non-Participating Provider
Policy Year Maximum Benefit	$2,000	$2,000

Expenses for Covered Services will satisfy the Deductible for both Participating and Non-Participating Providers.

Orthodontia Maximum Benefit

The Orthodontia Maximum Benefit is the total amount of orthodontia benefits payable for Covered Services incurred by an Insured Person while insured under the Policy. The Orthodontia Maximum Benefit will apply for each Insured Person once while insured under the Policy.

	Participating Provider	Non-Participating Provider
Orthodontia Maximum Benefit	$1,500	$1,500

The amount of benefits payable under the Policy for orthodontia services and/or supplies will be reduced by the amount of Expenses for orthodontia services and/or supplies incurred while covered under a Prior Plan.

Expenses for Covered Services will satisfy the Deductible for both Participating and Non-Participating Providers.

Work in Progress

Benefits will be provided for dentures, bridgework, and cast restorations for which the final impression is taken prior to the date an Insured Person's insurance ends if final placement of the denture, bridgework, or cast restoration occurs within 31 days after the Insured Person's insurance ends.

COVERED SERVICES

Benefits are payable under the Policy for Covered Services described in this section, subject to all terms and conditions of the Policy.

Type A Covered Services	Benefit
Examinations/Evaluations	2 service(s) in a 12 month period.
Bitewing X-rays	4 x-rays in a 12 month period.
Full Mouth Series or Panoramic X-rays	1 service in a 36 month period.
Periapical or Occlusal X-rays	No limit on number of services.

Fluoride Treatment	2 services in a 12 month period for Dependent children up to age 19.
Cleaning (Prophylaxis)	2 service(s) in a 12 month period.
Sealants	1 service per occlusal surface of first and second permanent molars without existing fillings in a 36 month period for Dependent children up to age 19.
Space Maintainers, including re-cementation	Benefits are payable for Dependent children up to age 19.
Emergency (palliative) treatment	Benefits are payable for treatment of minor dental pain.
Brush Biopsy / Cancer Screen	2 services in a 12 month period.

Type B Covered Services	**Benefit**
Periodontal Maintenance following active periodontal treatment	2 service(s) in a 12 month period in addition to routine cleaning(s).
Fillings	Benefits are payable for amalgam (silver) and composite/resin (white) fillings. Composite fillings on molars are limited to the amount otherwise payable for an amalgam filling. Replacement of fillings allowed once in a 12 month period.
Stainless Steel Crowns	Benefits are payable 1 per tooth per lifetime up to age 19.
Extractions	Benefits are payable for simple extractions of erupted teeth.
Oral surgery	Benefits are payable for oral surgery, including x-rays, pre- and post-operative care, and surgical extractions, except TMD surgery.
General anesthesia or intravenous (I.V.) sedation	Benefits are payable for these services when rendered in conjunction with oral surgery.
Endodontics	Benefits are payable for services including, but not limited to, pulpal therapy and root canal therapy. Retreatment of a root canal is payable once in a lifetime and only after 12 months have passed since the original root canal was completed.
Periodontics	Benefits are payable for services, including but not limited to, scaling and root planing, and surgical treatment of gum and supporting bone disease. Services are limited to one service per area of the mouth in a 24 month period.
Repair of, or addition of teeth to removable dentures	Benefits are payable if the service is performed more than six months after initial denture placement. Benefits are payable once in any 36 month period.
Adjustments – full or partial dentures	Benefits are payable if the service is performed more than six months since initial insertion of the denture. Payable once in 12 months thereafter.
Tissue conditioning, rebasing or relining of removable dentures	Benefits are payable if the service is performed more than six months after any previous adjustment, tissue conditioning, rebasing or relining. Payable once in 36 months thereafter.
Repair and re-cementation of bridgework	Benefits are payable if the service is performed more than six months after initial bridge placement. Payable once in 12 months thereafter.
Repair and re-cementation of cast crowns, inlays, onlays, and labial veneers	Benefits are payable if the service is performed more than six months after initial restoration placement. Payable once in 12 months thereafter.

Type C Covered Services	**Benefit**
Full or partial removable dentures	Benefits are payable for final dentures.
Replacement of removable dentures	Benefits are payable if: • the existing denture is more than 60 months old; or
Bridgework (fixed dentures)	Benefits are payable for the replacement of lost, extracted, or congenitally missing teeth. Benefits are payable for Insured Persons age 16 and older.
Replacement of bridgework	Benefits are payable if: • the existing bridgework is more than 60 months old; or
Crowns, inlays, onlays, and labial veneers	Benefits for veneered molar crowns are equal to the amount otherwise payable for cast metal crowns. Benefits are payable for damage due to decay or tooth fracture, but only if the tooth cannot be restored with standard filling material. Benefits are payable for Insured Persons age 16 and older.
Replacement of crowns, inlays, onlays, and labial veneers	Benefits are payable if the existing crown, inlay or onlay is more than 60 months old.
Endosteal Implants	Once per tooth per lifetime.

Orthodontic Covered Services	Benefit
Dependent Child orthodontic services	Benefits are payable for orthodontic services including, but not limited to, x-rays, and appliances. Orthodontic treatment is deemed to have begun at the time of banding and/or when other orthodontic appliances are initially placed in connection with a current course of treatment.
Harmful Habit Appliance	Benefits are payable for Dependent children up to age 19.

GENERAL EXCLUSIONS

We will not pay benefits for any Expense:

a) for any treatment, procedure or supply which is not identified as a Covered Service in this Schedule;
b) for any treatment, procedure or supply which is considered an Experimental or Investigational Device, Treatment or Procedure;
c) for any treatment, procedure or supply which is not considered Medically Necessary or which is provided for patient convenience or to relieve anxiety;
d) for a treatment, procedure or supply for which benefits are payable under any other group health or dental plan maintained or sponsored by the Policyholder;
e) related to tests and laboratory exams, bacteriologic studies, caries susceptibility tests, pulp vitality tests, oral pathology laboratory, oral hygiene instruction, education or training, histopathologic examinations, diagnostic casts and photographs, the diagnosis or treatment of congenital malformations, magnetic resonance imaging and gnathological procedures, services, supplies or procedures related to orthognathic surgery, osteoplasties, osteotomies, LeFort procedures, maxillofacial prosthetics, vestibuloplasties, stomatoplasties, and any procedures related to the diagnosis or treatment of jaw fractures;
f) related to the diagnosis or treatment of Temporomandibular Disorders (TMD) and functional/myofunctional therapy except to the extent as may be required by applicable state law, or unless otherwise listed as a Covered Service in this Schedule;
g) related to Cosmetic or Reconstructive Procedures;
h) for procedures, restorations, devices, appliances or dentures to change vertical dimension, to alter occlusion or to replace tooth structure lost through attrition, erosion or abrasion including occlusal adjustment or equilibration;
i) related to the replacement of lost dentures or the replacement of lost or broken appliances;
j) for athletic mouth guards, bruxism appliances or any procedure related to such appliance, except as specifically covered as an orthodontic procedure;
k) for precision attachments, connector bars, coping materials, overdentures, unilateral partial dentures and stress breakers;
l) for drugs and medications whether or not they require a written prescription, or for analgesics or euphoric drugs;
m) for cast restorations, full or partial dentures and fixed bridgework for, which final impressions were taken before the date insurance began or after insurance ends;
n) for treatment, procedures, or supplies which We determine are customarily performed in association with a more comprehensive dental procedure, including, but not limited to, local anesthesia, pulp capping (direct or indirect), insulating/cementing bases, periodontal splinting (permanent or provisional), temporary crowns, bridges, and dentures; or any minor associated gingival involvement when performed in conjunction with a cast restoration or fixed bridgework;
o) for duplication of treatments, procedures or supplies, including, but not limited to, when an Insured Person transfers from the care of one Provider to the care of another Provider;
p) which arise out of or in the course of employment for any employer or for which the Insured Person is paid benefits under any workers' compensation or occupational disease law, or receives any settlement from a worker's compensation carrier;
q) for treatments, procedures or supplies for which the Insured Person is not liable for payment, or which are provided or paid for by a state or federal government or its agencies;
r) which results, whether the Insured Person is sane or insane, from an intentionally self-inflicted injury or sickness;
s) resulting from the Insured Person's participation in a riot or in the commission of a felony;
t) which results from an act of declared or undeclared war or armed aggression;
u) which is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable.

UNITED OF OMAHA LIFE INSURANCE COMPANY
A MUTUAL *of* OMAHA COMPANY
Mutual of Omaha Plaza, Omaha, NE 68175

Home Office: Mutual of Omaha Plaza, Omaha, Nebraska 68175

This Policy is issued to **Town of Surfside** (the "Policyholder").

This Policy is a legal contract between the Policyholder and Us. It is issued in consideration of payment of premiums and the Policyholder's application.

This Policy is issued in and will be interpreted by the laws of the State of Florida, without giving effect to the principles of conflicts of law of that State or any other state. Any part of this Policy which is in conflict with the laws of the State of Florida is changed to conform to the minimum requirements of that State's laws.

This Policy is effective October 1, 2010 at the Policyholder's main office.

We agree to pay benefits subject to the terms, conditions, and limitations of this Policy.

The Certificate is made a part of this Policy.

GROUP POLICY NO. GUDS-369G

As Revised October 1, 2012

Publication Date: October 11, 2012

UNITED OF OMAHA LIFE INSURANCE COMPANY

Chairman of the Board and Chief Executive Officer

Corporate Secretary

GENERAL PROVISIONS

Capitalized terms are defined in the Certificate or other documents made a part of this Policy.

PREMIUM CHANGES

We reserve the right to change premium rates any time after:

a) the most recent premium rate guarantee date described in this Policy;
b) there is an increase or decrease of 10% or more in the Policyholder's Employee population or the number of Employees insured under this Policy;
c) Our liability or cost of administration is changed due to a change in federal, state, or local law;
d) this Policy's terms are changed; or
e) there is a change which materially affects the risk assumed for insurance provided by this Policy.

We must give the Policyholder at least 90 days advance Written Notice of any premium rate change.

PAYMENT OF PREMIUMS

The premium for this Policy equals the sum of the individual premiums for each insured person. The first premium is due on the effective date of this Policy. Subsequent premiums are due on the first day of each subsequent month or other modal period agreed to in writing by an authorized representative in Our home office. Premium payments must be made to Our home office or to a location We designate, using a payment method We accept. We will consider premium to be paid on the date We receive it.

GRACE PERIOD

This Policy has a 31 day grace period. This means that, except for the initial premium, if the premium is not paid on or before the date it is due, it may be paid in the 31-day period that follows. This Policy will stay in force during the grace period, unless the Policyholder gives Us Written Notice that this Policy will terminate during the grace period. If We receive such notice, We will terminate this Policy on the date requested.

TERMINATION

Following at least 60 days advance Written Notice to the Policyholder, We have the right to terminate this Policy:

a) if the number of Employees insured is less than 10 or less than 75% of those eligible for insurance;
b) any time after the most recent premium rate guarantee date described in this Policy; or
c) if the Policyholder does not perform any of its duties under this Policy.

The Policyholder has the right to terminate this Policy at any time. The Policyholder must give Us Written Notice of at least 31 days before the date this Policy is to terminate, unless the Policyholder gives Us Written Notice that this Policy will terminate during the grace period.

This Policy will automatically terminate at the end of the grace period if the Policyholder fails to pay its portion of the premium.

If this Policy terminates for any reason:

a) all unpaid premiums up to the date of termination are due, including premiums for the grace period or any part of the grace period; and
b) all unpaid premiums are due no later than the date of termination.

Termination of this Policy will not affect benefits otherwise payable for a claim incurred while this Policy is in force.

REINSTATEMENT AFTER TERMINATION

If this Policy terminates for any reason, the Policyholder may request to reinstate it. We will reinstate only if:

a) an authorized representative in Our home office agrees in writing to reinstate this Policy;
b) the Policyholder agrees in writing to accept any written conditions of reinstatement that We impose;
c) all past due premiums are paid, including any premium for the time insurance was in effect during the grace period; and
d) the premium due from the date of reinstatement until the next premium due date is paid.

CERTIFICATES

We will issue the Policyholder a Certificate for delivery to each insured person. The Certificate describes the benefits, terms, conditions, exclusions and limitations of the insurance provided under this Policy.

MISSTATEMENT OF AGE OR GENDER

If an insured person's age or gender is misstated, We may adjust the premium or the benefits payable. An adjustment of the benefits payable will be based on what the premium would have purchased at the correct age or gender.

INCONTESTABILITY

We will not contest this Policy after it has been in force two years, except for nonpayment of premium.

POLICYHOLDER RESPONSIBILITIES

The Policyholder will notify:

a) both the insured person and Us when the insured person's insurance under this Policy ends if the insured person ceases to be eligible for insurance under this Policy;
b) each insured person and Us when insurance under this Policy ends if this Policy is terminated and is not replaced by another policy or plan with no interruption in coverage; and
c) Us when the amount of insurance coverage for which an insured person is eligible changes.

Notice shall be provided within 31 days from the date insurance ends or the amount of insurance coverage changes for the insured person. Notice to the insured person shall include information about any options available to continue or obtain insurance.

If We do not receive notice under a) above within this 31 day time period, We may require the Policyholder to reimburse Us for the amount of any claims paid on behalf of any ineligible person and/or any dependents of such person during the time the person was ineligible. The Policyholder must reimburse Us for claims under this provision within 60 days after receipt of Our written request for payment.

The Policyholder is responsible for keeping the following records:

a) persons insured by classification and any persons eligible but not insured;
b) the amount of money the Policyholder contributes toward premiums;
c) beneficiary designation information, if applicable; and
d) any other information which We may reasonably request.

The Policyholder will provide Us with copies of these records upon request. These records must be open to Us for inspection at any reasonable time. The Policyholder will provide, as We require, any information on Our forms which is needed for insurance administration.

ASSIGNMENT

No assignment of this Policy is binding upon Us unless an officer in Our home office agrees to it in writing and not until it is recorded with Us at Our home office.

PREMIUM RIDER

This rider is made a part of Group Policy GUDS-369G.

This rider is effective October 1, 2012.

CLASSIFICATION(S)

All eligible active employees

DENTAL INSURANCE PREMIUMS

The monthly premium for dental insurance is as follows:

All eligible active employees

Employee only	$46.81
Employee and Family	$154.64
Employee and Spouse	$107.19
Employee and all Dependent children	$92.29

RATE GUARANTEE DATE

October 1, 2013 or any date thereafter agreed to in writing by Our authorized representative in Our home office.

PREMIUM ALLOCATION

The total amount of premium paid or remitted by the Policyholder for this Policy and any other group insurance policy the Policyholder has with Us or any of Our affiliates ("Other Policy") will be allocated to this Policy and each Other Policy on a pro-rata basis. This means that if the Policyholder does not pay or remit the full premium that is due for this Policy or any Other Policy by the due date, the full amount of premium for this Policy and each Other Policy will be past due, resulting in termination of this Policy and each Other Policy in accordance with the applicable grace period for this Policy and each Other Policy.

PUBLICATION DATE

October 11, 2012

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Neary

Chairman of the Board and Chief Executive Officer

YOUR GROUP VOLUNTARY TERM LIFE BENEFITS

Town of Surfside

All eligible Retirees who retired after 12/01/82 or who has attained age 55 and has completed at least 15 years of service

UNDERWRITTEN BY:
UNITED OF OMAHA LIFE INSURANCE COMPANY
MUTUAL OF OMAHA PLAZA
OMAHA, NEBRASKA 68175

Revised October 1, 2012

HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

CLAIM ASSISTANCE

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company
Mutual of Omaha Plaza
Omaha, Nebraska 68175
Call Toll-Free: 1-800-775-8805

When contacting the Company please have your policy number available. Your policy number is GVTL-369G.

This Certificate provides life insurance benefits for the employees and dependents, if applicable, of Town of Surfside, 9293 Harding Avenue, Surfside, FL, 33154 under GVTL-369G. The employee shall be given a copy of the group enrollment form. The benefits are payable to the beneficiaries of record designated by the employee.

GROUP VOLUNTARY TERM LIFE INSURANCE SUMMARY OF COVERAGE

Town of Surfside
GVTL-369G
Revised: October 1, 2012
All eligible Retirees who retired after 12/01/82 or who has attained age 55 and has completed at least 15 years of service

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Guaranteed Issue Limit	For You: All Amounts Guaranteed Issue means the amount of insurance applied for which does not require evidence of good health.
Life Insurance Benefit for You	You can be insured for amounts of life insurance of $20,000, $40,000 or $60,000. Note: In the event of death, the benefit paid will equal the benefit amount less any living care benefits previously paid under the Policy.
RETIREE ELIGIBILITY	
Eligibility	A retiree: • has retired after December 1, 1982; or • is at least age 55 and has completed 15 consecutive years of active service with the Policyholder immediately prior to retirement. A retiree who was covered under a Life Insurance plan maintained by the Policyholder immediately prior to October 1, 2006, becomes eligible for insurance under this Policy on October 1, 2006.

When Insurance Begins	If We receive a retiree's request for insurance on or before the 31st day following the day the retiree becomes eligible, the retiree will become insured on the day the retiree becomes eligible. If We receive a retiree's request for insurance after the 31st day following the day the retiree becomes eligible, the retiree will not be insured under this Policy.
When Your Insurance Ends	Your insurance will end at midnight at the main office of the Policyholder on the earliest of: • the day the Policy ends; • the day any premium contribution for Your insurance is due and unpaid; or • the last day of the Policy month in which You attain age 70.
FEATURES	
Living Benefits Option For You	50% of the amount of the Life Insurance Benefit is available to You if You incur a Terminal Condition, but not to exceed $100,000. Terminal Condition means an Injury or Sickness expected to result in Your death within 12 months and from which there is no reasonable prospect of recovery as determined by Us.
Conversion	If Your life insurance ends, You may be able to apply for an individual life insurance policy without evidence of good health, subject to conditions described in Your Certificate. You will be responsible for the premium for the coverage.

Publication Date: October 11, 2012

NOTICE

If any questions or problems arise regarding this insurance, you may contact the Company at:

United of Omaha Life Insurance Company
Mutual of Omaha Plaza
Omaha, NE 68175
Telephone: 1-800-775-8805

When contacting the Company, please have your policy number available.

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CERTIFICATE OF INSURANCE

UNITED OF OMAHA
LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza
Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No(s). GVTL-369G (policy) has been issued to Town of Surfside (Policyholder).

You are insured as described in this Certificate, subject to the terms and conditions of the policy. Your insurance begins on the date shown on your Certificate Validation Form.

Attach Your Certificate Validation Form Here.

Your insurance ends as set forth in the When Your Insurance Ends section of this Certificate.

If the provisions of this Certificate and those of the policy do not agree, the provisions of the policy will apply.

This Certificate replaces any certificate previously issued under the Policy.

THE DEFINITIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.

SCHEDULE

Guaranteed Issue Limit:

For You: All Amounts

Subject to any reductions shown below, **Guarantee Issue** means the amount of insurance applied for which does not require evidence of good health.

Life Insurance Benefits
For You

You can be insured for amounts of life insurance of $20,000, $40,000 or $60,000.

Facility of Payment Amount.....*$2,000

*This amount, if paid, will be deducted from the Amount of Life Insurance shown above.

NOTE: The Amount of Life Insurance outlined above will be reduced by the Amount of Living Benefits paid under the Living Benefits Option. In the event of Your death, the life insurance benefit will equal the original Amount of Life Insurance multiplied by the life reduction percentage, reduced by any Living Benefits paid under this Policy.

Living Benefits Option

Amount of Living Benefits.....50% of the amount of life insurance in force on Your life, but not to exceed $100,000.

NOTE: The amount for which You are insured is shown on the **Certificate Validation Form**.

RETIREE ELIGIBILITY

Terms defined in this provision are used in, or apply to other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

Retiree Eligibility

A retiree:

(a) Has retired after December 1, 1982; or

(b) Is at least age 55 and has completed 15 consecutive years of active service with the Policyholder immediately prior to retirement.

A retiree who was covered under a Life Insurance plan maintained by the Policyholder immediately prior to October 1, 2006, becomes eligible for insurance under this Policy on October 1, 2006.

When Insurance Begins

An eligible retiree must request insurance by:

(a) properly completing and signing a form acceptable to Us; and

(b) submitting the form to the Policyholder.

If We receive a retiree's request for insurance on or before the 31st day following the day the retiree becomes eligible, the retiree will become insured on the day the retiree becomes eligible.

If We receive a retiree's request for insurance after the 31st day following the day the retiree becomes eligible, the retiree will not be insured under this Policy.

When Your Insurance Ends

Your insurance will end at midnight at the main office of the Policyholder on the earliest of:

(a) the day the Policy ends;

(b) the day any premium contribution for Your insurance is due and unpaid; or

(c) the last day of the Policy month in which You attain age 70.

Your insurance under this Policy cannot be reinstated once Your retiree insurance ends.

LIFE INSURANCE BENEFITS

For You

Benefits

If You die while insured under this provision, We will pay the **Amount of Life Insurance** shown on the **Certificate Validation Form**. Benefits will be paid to the beneficiary You name. If You do not name a beneficiary or if no beneficiary survives You, benefits will be paid:

(a) to Your surviving spouse; if none, then

(b) to Your surviving natural and/or adopted children; if none, then

(c) to Your surviving parent(s); if none, then

(d) to Your estate.

Benefits will be paid equally among surviving children or surviving parents.

Mode of Payment

We will pay benefits in a lump sum.

Beneficiary or Mode of Payment Change

The beneficiary and mode of payment may be changed, subject to any restrictions or limitations in this Policy. To make a change, written request should be sent to the office where the beneficiary records are kept. If You do not know where the records are kept, send the request to us. When recorded and acknowledged, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by us before the request was acknowledged.

Facility of Payment

We may pay up to the Facility of Payment Amount to any person who has incurred expenses for Your fatal illness or burial. The **Facility of Payment Amount** is shown in the **SCHEDULE**.

Conversion Privilege

If any of Your life insurance ends because Your employment or membership in a class ends, You may apply for an individual policy of life insurance (called a conversion policy) without giving information about Your health. Issuance of a conversion policy is subject to the following conditions:

(a) You may apply for any of our individual life insurance policies except term insurance. You may not apply for any supplemental coverage.

(b) You may apply for an amount which is not more than the amount of Your terminated group life insurance.

(c) The premium for Your conversion policy will be at our standard rate for that type of policy according to:
   (1) Your class of risk; and

(2) Your age on the date the policy takes effect.

(d) You must submit Your written application and Your first conversion premium to Us within 31 days after Your group life insurance ends or reduces.

If Your group life insurance ends because of termination of the Policy or termination of a class, and You have been insured under the Policy at least five years, You may apply within 31 days for a conversion policy. Issuance of the conversion policy is subject to conditions (a), (c) and (d) above. Your converted life insurance may not exceed the lesser of:

(a) $10,000; or

(b) the amount of Your terminated group life insurance less the amount of any other group life insurance for which You become eligible within 31 days.

If You die within the 31-day period after insurance ends, We will pay the amount of group life insurance You were entitled to convert.

If We issue a conversion policy and You again become eligible for group life insurance under the Policy, coverage will become effective only if:

(a) You terminate the conversion policy; or

(b) You submit, at Your own expense, evidence of good health acceptable to Us.

LIFE INSURANCE BENEFITS

For You - LIVING BENEFITS OPTION (ACCELERATED BENEFITS)

Definition

Terminal Condition means an Injury or Sickness:

(a) expected to result in Your death within 12 months; and

(b) from which there is no reasonable prospect of recovery;

as determined by Us.

Benefits

If You incur a Terminal Condition while insured under this provision, You or Your legal representative, while You are living, may request Living Benefits. The **Amount of Living Benefits** is shown in the **Schedule**, and will be payable provided You are living at the time payment is made. Benefits will be paid in one lump sum.

Conditions

1. To be insured for Living Benefits, You must be insured for group life insurance under this Policy.
2. We may require the beneficiary's written consent. Before Living Benefits are paid in community property states, Your spouse's written consent may be required.
3. The amount of Your group life insurance and the amount You may convert in accordance with the life **Conversion Privilege** provision will be reduced by the Living Benefit amount paid under this provision.
4. An Insured Person may receive Living Benefits only once.
5. Premium payments must continue to be paid on the full amount of group life insurance, unless You qualify for waiver of premium, in accordance with the **Continuation of Life Insurance Benefits Due to Total Disability** provision.

Exceptions

This **Living Benefits** provision will not apply:

(a) when You have irrevocably assigned group life insurance under this Policy;

(b) when all or a portion of group life insurance benefits under this Policy are to be paid to a former spouse as part of a divorce agreement;

(c) to any intentionally self-inflicted Injury, Sickness or suicide attempt;

(d) if Your life insurance benefits end;

(e) if the required premium is due and unpaid; or

(f) if the Master Policy terminates.

NOTE: Benefits paid under this provision may be taxable. If so, You may incur a tax obligation. As with all tax matters, You should consult a personal tax advisor to assess the impact of this benefit.

ASSIGNMENT RIDER

This rider is made a part of Group Policy GVTL-369G.

This rider is effective the later of October 1, 2006, or the day You become insured under the Policy.

If provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

Assignment (Change of Ownership)

When the right to change the beneficiary has been reserved, any loss of life benefit in the policy may be assigned. We are not responsible for the validity or tax consequences of any assignment. No assignment will be binding on us until we record and acknowledge it.

Collateral assignments are not permitted.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Neary

Chairman of the Board and Chief Executive Officer

AMENDMENT RIDER

This rider is made a part of Group Policy GVTL-369G.

This rider is effective the later of October 1, 2006, or the day You become insured under the Policy.

If the provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

The LIFE INSURANCE BENEFITS provisions For You and For Your Dependents are amended to include the following:

Exception

We will not pay benefits for a death which results from suicide, while sane or insane within two years from the date insurance begins. Instead we will pay the sum of the premiums paid.

If death results from suicide, while sane or insane, within two years from the effective date of any increase in the amount of coverage, the amount of the increase will not be paid. Instead we will pay the total of the premiums paid on the increase.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Neary

Chairman of the Board and Chief Executive Officer

PAYMENT OF CLAIMS

How to File Claims

Before benefits are paid, We must be given a written proof of loss, as described below. Upon Your death, Your beneficiary or someone else must give Us the proof.

Proof of Loss Requirements

1. First, a claim form is to be requested from the Plan Administrator or from Us.

   This request should be made:

   (a) within 20 days after a loss occurs; or

   (b) as soon as reasonably possible.

   When We receive the request, We will send a claim form for filing proof of loss. If We do not send the form within 15 days, the proof of loss requirement can be met by giving Us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

2. Next, the claim form must be completed and signed.

3. The claim form or written statement should be sent to Us or to the Plan Administrator within 90 days after the loss occurs; or as soon as reasonably possible.

When Claims are Paid

Policy benefits will be paid in accord with the Life Insurance Benefits provision as soon as We receive acceptable proof of loss.

LIFE CLAIM REVIEW PROCEDURES

DEFINITIONS

An "**Adverse Benefit Determination**" means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of the Insured Person's eligibility to participate in a plan.

A document, record, or other information will be considered "**Relevant**" to a claim if it:

(a) was relied upon in making the claim decision;

(b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or

(c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

INITIAL CLAIM DECISION

Initial Claim Decision. We will make a claim decision regarding a life claim within 90 days after Our receipt of the claim.

Extensions. The initial 90 day period may be extended for up to 90 days, if We (1) determine that special circumstances require an extension of time for processing the claim and (2) notify the claimant, prior to the expiration of the initial 90 day period, of the special circumstances requiring the extension and the date by which We expect to render a decision.

Time Periods. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing.

NOTICE OF ADVERSE BENEFIT DETERMINATION

We will provide the claimant with written or electronic notice of any Adverse Benefit Determination within 90 days after Our receipt of the claim, subject to the extension described above. The notice will include:

(a) the specific reason(s) for the Adverse Benefit Determination;

(b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;

(c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information; and

(d) a description of the Policy's appeal procedures, including the time limits for such procedures.

APPEALS OF ADVERSE BENEFIT DETERMINATIONS

The claimant must appeal within 60 days following receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

(a) The Insured Person's name;

(b) the name of the person filing the appeal if different from the Insured Person;

(c) the Policy number; and

(d) the nature of the appeal.

The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

APPEAL DECISION

Notice of Appeal Decision. We will notify the claimant of Our appeal decision within 60 days after receipt of a timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide the claimant with written or electronic notice of Our appeal decision. Notice of an Adverse Benefit Determination will include:

(a) the specific reason(s) for the Adverse Benefit Determination;

(b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based; and

(c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Notice of Extension. If We determine that an extension is required, We will notify the claimant in writing of the extension prior to the termination of the initial 60 day period. In no event will the extension exceed 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

Time Periods. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent to the claimant until the earlier of (1) the date on which We receive the claimant's response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

STANDARD PROVISIONS

Insurance Contract

The insurance contract consists of:

(a) the Policy;

(b) the Policyholder's application attached to the Policy; and

(c) Your application, if required.

Changes in the Insurance Contract

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

(a) does not require Your or Your beneficiary's consent; and

(b) must be:
   (1) in writing;
   (2) made a part of the Policy; and
   (3) signed by one of Our officers.

A change may affect any class of Insured Persons, including retirees if retired coverage is included in the Policy.

Applications

We may use misstatements or omissions in Your application to contest the validity of insurance, reduce coverage or deny a claim, but We must first furnish You or Your beneficiary with a copy of that application. We will not use Your application to contest or reduce insurance which has been in force for two years or more during Your lifetime. However, if You are not eligible for insurance, there is no time limit on Our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

Legal Actions

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.

DEFINITIONS

Terms defined in this provision are used in, or apply to other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions.

Injury means an accidental bodily injury which requires treatment by a Physician. It must result in loss independently of Sickness and other causes.

Physician means any of the following licensed practitioners:

(a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);

(b) a licensed doctoral clinical psychologist;

(c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;

(d) a licensed physician's assistant (PA); or

(e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with You or is part of Your family (You; Your spouse; or a child, brother, sister or parent of You or Your spouse).

Our, We, Us means the Company shown on Your Certificate of Insurance.

Rider means a provision added to the Policy or Your certificate to expand or limit benefits or coverage.

Sickness means a disease, disorder or condition, which requires treatment by a Physician.

Total Disability, Totally Disabled or Disabled means that because of an Injury or Sickness You are completely and continuously unable to perform any work or engage in any occupation.

You, Your, Insured Person means an employee or member who is insured under the Policy.

Group Policy Number GVTL-369G

Publication Date: October 11, 2012

GROUP VOLUNTARY TERM LIFE INSURANCE SUMMARY OF COVERAGE

Town of Surfside
GVTL-369G
Revised: October 1, 2012
All eligible Retirees who retired after 12/01/82 or who has attained age 55 and has completed at least 15 years of service

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Guaranteed Issue Limit	For You: All Amounts Guaranteed Issue means the amount of insurance applied for which does not require evidence of good health.
Life Insurance Benefit for You	You can be insured for amounts of life insurance of $20,000, $40,000 or $60,000. Note: In the event of death, the benefit paid will equal the benefit amount less any living care benefits previously paid under the Policy.
RETIREE ELIGIBILITY	
Eligibility	A retiree: • has retired after December 1, 1982; or • is at least age 55 and has completed 15 consecutive years of active service with the Policyholder immediately prior to retirement. A retiree who was covered under a Life Insurance plan maintained by the Policyholder immediately prior to October 1, 2006, becomes eligible for insurance under this Policy on October 1, 2006.

When Insurance Begins	If We receive a retiree's request for insurance on or before the 31st day following the day the retiree becomes eligible, the retiree will become insured on the day the retiree becomes eligible. If We receive a retiree's request for insurance after the 31st day following the day the retiree becomes eligible, the retiree will not be insured under this Policy.
When Your Insurance Ends	Your insurance will end at midnight at the main office of the Policyholder on the earliest of: • the day the Policy ends; • the day any premium contribution for Your insurance is due and unpaid; or • the last day of the Policy month in which You attain age 70.
FEATURES	
Living Benefits Option For You	50% of the amount of the Life Insurance Benefit is available to You if You incur a Terminal Condition, but not to exceed $100,000. Terminal Condition means an Injury or Sickness expected to result in Your death within 12 months and from which there is no reasonable prospect of recovery as determined by Us.
Conversion	If Your life insurance ends, You may be able to apply for an individual life insurance policy without evidence of good health, subject to conditions described in Your Certificate. You will be responsible for the premium for the coverage.

Publication Date: October 11, 2012

YOUR GROUP SHORT-TERM DISABILITY BENEFITS

Town of Surfside

UNDERWRITTEN BY:
UNITED OF OMAHA LIFE INSURANCE COMPANY
MUTUAL OF OMAHA PLAZA
OMAHA, NEBRASKA 68175

Revised October 1, 2012

HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

United of Omaha Life Insurance Company
Group Disability Management Services
Mutual of Omaha Plaza
Omaha, Nebraska 68175

CLAIM ASSISTANCE

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company
Group Disability Management Services
Mutual of Omaha Plaza
Omaha, Nebraska 68175
Call Toll Free: 1-800-877-5176

When contacting the Company please have your policy number available. Your policy number is GUG-369G.

GROUP SHORT-TERM DISABILITY INSURANCE SUMMARY OF COVERAGE

Town of Surfside
GUG-369G
Revised: October 1, 2012
All eligible active employees

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Elimination Period	If Your Total or Partial Disability is a result of an Injury, Your Elimination Period is 14 calendar days. If Your Total or Partial Disability is a result of a Sickness, Your Elimination Period is 14 calendar days.
Weekly Benefit	If You are Totally Disabled, the Weekly Benefit is the lesser of: • 66% of Your Weekly Earnings, less Other Income Benefits; or • the Maximum Weekly Benefit. The Maximum Weekly Benefit is $1,000, less any Other Income Benefits. If You are Partially Disabled and unable to generate Current Earnings that exceed 99% of Your Weekly Earnings, the Weekly Benefit will be the Weekly Benefit payable while Partially Disabled, unless the sum of: • the Gross Weekly Benefit while You are Totally Disabled; plus • Other Income Benefits You receive or are eligible to receive; plus • Current Earnings while You are Partially Disabled; exceeds 100% of Your Weekly Earnings. If this sum exceeds 100% of Your Weekly Earnings, the Weekly Benefit will be reduced by that excess amount.
Maximum Benefit Period	The maximum number of weeks that benefits are payable for a continuous period of Total or Partial Disability is 24 weeks, or until benefits become payable under Our Long Term Disability Plan, if eligible, whichever occurs first.

EMPLOYEE ELIGIBILITY	
Minimum Work Hours Required	32 hours per week
Eligibility Waiting Period	30 days
Confinement Rule	If an eligible Employee is confined due to an Injury or Sickness or not available for work because of an Injury or Sickness, insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Employment.
When Insurance Begins	An Employee will become insured on the first day of the Policy month which coincides with or follows the day the Employee becomes eligible, provided the Employee is Actively Working on that day.
When Your Classification or the Amount of Insurance Changes	Any change in Your classification, coverage or amount of Your insurance will take effect on the day of the change, provided You are Actively Working on that day. If You are not Actively Working on the day of the change, the following conditions will apply: • If the change involves an increase in the amount of insurance, the change will not take effect until the day You return to Active Work. • If the change involves a decrease in the amount of insurance, the change will take effect on the day of the change. In no event will any change take effect during a period of Total or Partial Disability.
When Your Insurance Ends	Your insurance will end at midnight at the main office of the Policyholder on the earliest of: • the day the Policy ends; • the day any premium contribution for Your insurance is due and unpaid; • the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less); or • the day You are no longer eligible. You will no longer be eligible when the earliest of the following occurs: • You are not in an eligible classification described in the Schedule; • Your employment with the Policyholder ends; • You are not Actively Employed; or • You do not satisfy any other eligibility condition described in the Policy.

DEFINITIONS	
Definition of Disability	Partial Disability and Partially Disabled means that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which You, while unable to perform all of the Material Duties of Your Regular Job on a full-time basis, are: • able to perform at least one of the Material Duties of Your Regular Job on a part-time or full-time basis; and • unable to generate Current Earnings which exceed 99% of Your Weekly Earnings due to that same Injury or Sickness. Partial disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with Your employer. Total Disability and Totally Disabled means that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which You are prevented from performing all of the Material Duties of Your Regular Job on a full-time basis. Total disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with Your employer.
Definition of Weekly Earnings	Weekly Earnings means Your gross income received from the Policyholder for the week immediately prior to the month in which Your Total or Partial Disability began. It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.
FEATURES	
Vocational Rehabilitation	If You are Disabled and are receiving Disability benefits as provided by the Policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to: • job modification; • job placement; • retraining; and • other activities reasonably necessary to help You return to work.

EXCLUSIONS	
General Exclusions	We will not pay benefits for any Total or Partial Disability which is caused by, contributed to by, or resulting from: • declared or undeclared war or any act of war or armed aggression; • Your participation in a riot, insurrection or rebellion; • Your commission of a felony for which You have been charged under state or federal law; • an intentionally self-inflicted Injury or Sickness, whether You are sane or insane; • attempted suicide, whether You are sane or insane; or • an occupational Sickness or Injury, unless You cannot be covered by a workers' compensation law. We also will not pay benefits for any Total or Partial Disability: • while You are incarcerated or imprisoned for any period exceeding 60 days; or • that is solely a result of a loss of a professional license, occupational license or certification.

Publication Date: October 11, 2012

NOTICE

If any questions or problems arise regarding this insurance, you may contact the Company at:

United of Omaha Life Insurance Company
Mutual of Omaha Plaza
Omaha, NE 68175
Telephone: 1-800-775-8805

When contacting the Company, please have your policy number available.

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CERTIFICATE OF INSURANCE

UNITED OF OMAHA
LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza
Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No(s). GUG-369G (policy) has been issued to Town of Surfside (Policyholder).

Insurance is provided for certain employees as described in the policy.

The benefits described in this Certificate are subject to the terms and conditions of the policy. Benefits are effective only if you are eligible for the insurance, become insured and remain insured as described in this Certificate.

This Certificate replaces any certificate previously issued under the Policy.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Neary

Chairman of the Board and Chief Executive Officer

Michael Hruska

Corporate Secretary

THIS SCHEDULE DESCRIBES THE AMOUNT OF BENEFITS AND CERTAIN OTHER REQUIREMENTS AND LIMITATIONS APPLICABLE TO BENEFITS FOR TOTAL AND PARTIAL DISABILITY. OUR OBLIGATION TO CONSIDER BENEFITS DESCRIBED IN THIS SCHEDULE IS SUBJECT TO ALL TERMS OF THE POLICY, INCLUDING, BUT NOT LIMITED TO, ALL DEFINITIONS, GENERAL EXCLUSIONS AND RIDERS. PLEASE REFER TO THE TABLE OF CONTENTS IN THE CERTIFICATE TO LOCATE THE PROVISIONS OF THE POLICY.

SCHEDULE

The amount of insurance for You will be in accord with Your classification in this Schedule.

Classification(s)

All eligible active employees

For You
SHORT-TERM DISABILITY BENEFITS

Elimination Period

If Your Total or Partial Disability is a result of an Injury, Your Elimination Period is 14 calendar days.

If Your Total or Partial Disability is a result of a Sickness, Your Elimination Period is 14 calendar days.

Definitions

Other Income Benefits has the meaning set forth in the Other Income Benefits provision of this Schedule.

Social Security Normal Retirement Age means Your normal retirement age under the United States Social Security Act.

Weekly Earnings means Your gross income received from the Policyholder for the week immediately prior to the month in which Your Total or Partial Disability began.

It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.

Weekly Benefit - Total and Partial Disability

If You are Totally Disabled, the Weekly Benefit is the lesser of:

(a) 66% of Your Weekly Earnings, less Other Income Benefits; or

(b) the Maximum Weekly Benefit. The Maximum Weekly Benefit is $1,000, less any Other Income Benefits.

If You are Partially Disabled and unable to generate Current Earnings that exceed 99% of Your Weekly Earnings, the Weekly Benefit will be the Weekly Benefit payable while Partially Disabled, unless the sum of:

(a) the Gross Weekly Benefit while You are Totally Disabled; plus

(b) Other Income Benefits You receive or are eligible to receive; plus

(c) Current Earnings while You are Partially Disabled;

exceeds 100% of Your Weekly Earnings. If this sum exceeds 100% of Your Weekly Earnings, the Weekly Benefit will be reduced by that excess amount.

Vocational Rehabilitation Incentive

While You are participating in a plan of vocational rehabilitation approved by Us, Your Weekly Benefit, as calculated above, will be increased by 5%.

Maximum Benefit Period

The maximum number of weeks that benefits are payable for a continuous period of Total or Partial Disability is 24 weeks, or until benefits become payable under Our Long Term Disability Plan, if eligible, whichever occurs first.

Other Income Benefits

We take into account the total of all Your income from other sources of income in determining the amount of Your Weekly Benefit. Your Other Income Benefits are any of the following amounts that You receive or are eligible to receive as a result of Your Total or Partial Disability:

1. Any amounts under:

   (a) a workers' compensation law;

   (b) an occupational disease law;

   (c) the Jones Act, (46 U.S.C. Statute 688(a) (1920)); or

   (d) any other act or law of like intent to the laws described in 1(a), (b) or (c) above.

2. Any amounts under another group insurance policy or plan for which the Policyholder has paid any part of the cost. A group insurance policy or plan is one for which the Policyholder contributes or makes payroll deductions.

3. Any amounts as disability income payments under any:

   (a) state compulsory benefit act or law; or

   (b) government retirement system as a result of Your job with the Policyholder.

4. Any amount of Retirement Benefits under the Policyholder's Retirement Plan. Benefits payable before the plan's normal retirement age are considered Other Income Benefits only if You voluntarily elect to receive these benefits.

5. Any benefits for You or Your spouse and child(ren) under:
   (a) the U.S. Social Security Act;
   (b) the Canada Pension Plan;
   (c) the Quebec Pension Plan;
   (d) the Railroad Retirement Act;
   (e) the Public Employee Retirement Plan;
   (f) the Teachers Employment Retirement Plan; or
   (g) any similar plan or act that provides:
      (1) disability benefits; or
      (2) Retirement Benefits (except this will not apply if Your Total or Partial Disability begins after Your Social Security Normal Retirement Age and You were already receiving Social Security retirement benefits. This exception only applies to U.S. Social Security Benefits).
6. Any amount payable as salary continuance, sick leave or severance allowance.
7. Any amounts from any unemployment insurance law or program.

Social Security Assistance

In order to be eligible for assistance from Our Social Security claimant advocacy program, You must be receiving Weekly Benefits from Us. We can arrange for advice regarding Your claim and assist You with Your application or appeal.

Receiving Social Security benefits may enable:

(a) You to receive Medicare after 24 months of disability payments;

(b) You to protect Your retirement benefits; and

(c) Your family to be eligible for Social Security benefits.

We can arrange assistance in obtaining Social Security disability benefits by:

(a) helping You find appropriate representation;

(b) obtaining medical and vocational evidence; and

(c) reimbursing pre-approved case management expense.

Explanation of Other Income Benefits

You must apply for Other Income Benefits for which You are or may become eligible and do what is needed to obtain them. If Your Social Security application is denied, You must appeal the decision by Social Security to a level that is satisfactory to Us and provide written proof of all levels of appeal.

As part of Your proof of Total or Partial Disability, We require that You furnish evidence to Us that You have applied for Other Income Benefits for which You are or may become eligible.

After the first reduction for each of the Other Income Benefits, We will not further reduce Your Weekly Benefit due to any cost of living increases payable under these Other Income Benefits.

Other Income Benefits that are paid in a lump sum will be prorated on a weekly basis over a period for which the sum is given. If no time period is stated, the sum will be prorated on a weekly basis over the lesser of the following:

(a) The Policy's Maximum Benefit Period; or

(b) 12 equal payments.

If Other Income Benefits which are paid in a lump sum are paid on a retroactive basis, then we may adjust the Weekly Benefit to recover any overpayment.

Until You have signed Our Reimbursement Agreement and have given written proof to Us that application has been made or all available appeals have been exhausted for Other Income Benefits, We may:

(a) estimate Your Other Income Benefits; and

(b) reduce Your Weekly Benefit by that amount.

If We reduce Your benefit on this basis, and if all of Your appeals are denied, We will restore the reduced amounts to You in one payment.

EMPLOYEE ELIGIBILITY

Disability Insurance

Definitions

Terms defined in this provision may be used in, or apply to other provisions throughout this Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

Active Employment or **Actively Employed** means Actively Working on a regular and consistent basis for the Policyholder 32 or more hours each week. A Totally or Partially Disabled Employee will not be considered actively employed.

Actively Working or **Active Work** means performing the normal duties of a regular job for the Policyholder at:

(a) the Policyholder's usual place of business;

(b) an alternative work site at the direction of the Policyholder; or

(c) a location to which one must travel to perform the job.

An Employee will be considered Actively Working on any day that is:

(a) a regular paid holiday or day of vacation; or

(b) a regular or scheduled non-working day;

provided the Employee was Actively Working on the last preceding regular work day.

If an Employee's customary place of employment is at home, the Employee will be considered actively working if not confined on that day as described in the Confinement Rule.

Confinement Rule

1. If an eligible Employee is confined due to an Injury or Sickness:

   (a) in a Hospital as an inpatient;

   (b) in any institution or facility other than a Hospital; or

   (c) at home and under the supervision of a Physician;

   insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Employment.

2. If an eligible Employee is Actively Employed and is not:

   (a) confined; and

   (b) available for work because of an Injury or Sickness;

   insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Employment.

Employee means a person who receives compensation from the Policyholder for work performed for the Policyholder. An employee will not include a person who is unauthorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations.

The term Employee does not include any person performing services for the Policyholder:

(a) pursuant to an independent contractor relationship with the Policyholder;

(b) subject to the terms of a leasing agreement between the Policyholder and a leasing organization;

(c) who receives income which is reported by the Policyholder on IRS form 1099;

(d) while outside the United States for any period in excess of 12 consecutive months, unless approval has been received from the Home Office;

(e) on a seasonal basis; or

(f) on a temporary basis.

Eligible Employees

An Employee becomes eligible for insurance under this Policy on the day following completion of 30 days of continuous Active Employment.

When Insurance Begins

An Employee will become insured on the first day of the Policy month which coincides with or follows the day the Employee becomes eligible, provided the Employee is Actively Working on that day. If the Employee is not Actively Working on that day, insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Work.

If an Employee was eligible for group disability coverage under a plan maintained by the Policyholder immediately prior to the effective date of this Policy but did not elect coverage under such plan, the Employee may enroll for insurance under this Policy if the Employee is otherwise eligible and provides Us with evidence of good health. If such evidence is acceptable to Us, We will determine the day insurance begins.

Reinstatement of Insurance

If an eligible Employee wants to reinstate insurance after insurance has ended, the following will apply:

Rehire: If insurance ended because the Employee has ceased to be eligible under this Policy and the Employee becomes eligible again within 90 days after insurance ended, the waiting period will be waived. All other Policy provisions, including Pre-existing Conditions, will apply.

When Your Classification or the Amount of Insurance Changes

Any change in Your classification, coverage or amount of Your insurance as shown in the Schedule will take effect on the day of the change, provided You are Actively Working on that day. If You are not Actively Working on that day, the following conditions will apply:

(a) If the change involves an increase in amount of insurance, the change will not take effect until the day You return to Active Work.

(b) If the change involves a decrease in the amount of insurance, the change will take effect on the day of the change.

In no event will any change take effect during a period of Total or Partial Disability.

When Your Insurance Ends

Your insurance will end at midnight at the main office of the Policyholder on the earliest of:

(a) the day this Policy ends;

(b) the day any premium contribution for Your insurance is due and unpaid;

(c) the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less); or

(d) the day You are no longer eligible. You will no longer be eligible when the earliest of the following occurs:
   (1) You are not in an eligible classification described in the **Schedule**;
   (2) Your employment with the Policyholder ends;
   (3) You are not Actively Employed; or
   (4) You do not satisfy any other eligibility condition described in this Policy.

We will provide benefits for a payable claim which occurs while You are covered under this Policy.

Continuity of Coverage Upon Transfer of Insurance Carriers
Failure to Be in Active Employment Due to Injury or Sickness

Upon payment of the premium, You will be insured under this Policy if You:

(a) were covered under a group disability plan maintained by the Policyholder immediately prior to the effective date of this Policy; and

(b) are not Actively Employed on the effective date of this Policy due to Injury or Sickness.

The benefit payable under this Policy will be that amount which would have been paid by the prior plan had coverage remained in force, less the amount of any benefit for which the prior plan is liable.

RIDER
FAMILY AND MEDICAL LEAVE

as Federally Mandated

This Rider is made a part of Group Policy GUG-369G.

This Rider is effective on the latest of:

(a) the effective date of the Policy;

(b) the day You become insured under the Policy; or

(c) the date required by Federal law.

In the event of a conflict between this Rider and any other provision of the Policy, including the Certificate, this Rider shall control. This Rider shall be subject to all provisions of the Policy, including the Certificate, not in conflict with this Rider.

Definitions

Serious Health Condition has the meaning set forth in the Family and Medical Leave Act of 1993 (FMLA) (including any amendments to the FMLA).

Family and Medical Leave

If You become eligible for a family or medical leave of absence in accordance with the FMLA, Your insurance coverage may be continued on the same basis as if You were Actively at Work for up to 12 weeks during a 12 month period, as defined by the Policyholder, for any of the following reasons:

(a) to care for Your child after the birth or placement of a child with You for adoption or foster care; so long as such leave is completed within 12 months after the birth or placement of the child;

(b) to care for Your spouse, child, foster child, adopted child, stepchild, or parent who has a Serious Health Condition; or

(c) for Your own Serious Health Condition.

In the event You or Your spouse are both insured as employees of the Policyholder, the continued coverage under (a) may not exceed a combined total of 12 weeks. In addition, if the leave is taken to care for a parent with a Serious Health Condition, the continued coverage may not exceed a combined total of 12 weeks.

Conditions

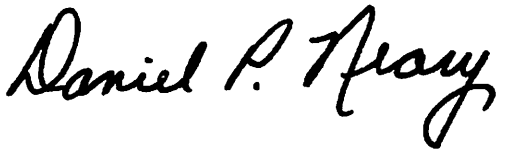
1. If, on the day Your insurance is to begin, You are already on an FMLA leave of absence for any reason other than Your own Serious Health Condition, You will be considered Actively at Work.
2. If You begin an FMLA leave of absence after You have been insured under this Policy, the amount of Your insurance benefits will be same as that which was in effect on the day before Your FMLA leave started, subject to any reductions in benefits in accordance with the terms of the Policy.

3. You are eligible to continue coverage under FMLA if:
   (a) You have worked for the Policyholder for at least one (1) year;
   (b) You have worked at least 1,250 hours over the previous 12 months;
   (c) The Policyholder employs at least 50 employees within 75 miles from Your worksite; and
   (d) You continue to pay any required premium for Yourself in a manner determined by the Policyholder.
4. In the event You choose not to pay any required premium during Your leave, Your insurance coverage will not be continued during the leave. You will be able to reinstate Your coverage on the day You return to work, subject to any changes that may have occurred in the Policy during the time You were not insured. You will not be subject to any evidence of good health requirement provided under the Policy. Any partially-satisfied waiting periods, including any limitations for a preexisting condition, which are interrupted during the period of time premium was not paid will continue to be applied once coverage is reinstated.
5. You are subject to all conditions and limitations of the Policy during Your leave, except that anything in conflict with the provisions of the FMLA will be construed in accordance with the FMLA.
6. If requested by Us, You or the Policyholder must submit proof acceptable to Us that Your leave is in accordance with FMLA.
7. This FMLA continuation is concurrent with any other continuation option.
8. FMLA continuation ends on the earliest of:
   (a) the day You return to work;
   (b) the day You notify the Policyholder that You are not returning to work;
   (c) the day Your coverage would otherwise end under the Policy; or
   (d) the day coverage has been continued for 12 weeks.

Important Notice

Contact the Policyholder for additional information regarding FMLA eligibility.

UNITED OF OMAHA LIFE INSURANCE COMPANY



Chairman of the Board and Chief Executive Officer

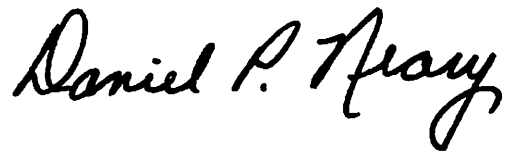
RIDER

This rider is made a part of Group Policy GUG-369G.

This rider is effective the later of October 1, 2006, or the day You become insured under the Policy.

The term "waiting period" wherever used in the policy is changed to read "elimination period".

UNITED OF OMAHA LIFE INSURANCE COMPANY



Chairman of the Board and Chief Executive Officer

SHORT-TERM DISABILITY BENEFITS

Benefits

If, while insured under this provision, You become Totally Disabled or Partially Disabled due to Injury or Sickness, We will pay the Weekly Benefit shown in the Schedule. Benefits will begin after You satisfy the Elimination Period shown in the Schedule.

Recurrent Disability

A Recurrent Disability will be treated as part of Your prior claim and You will not be required to satisfy another Elimination Period if:

(a) You were continuously insured under the Policy for the period between Your prior claim and Your Recurrent Disability; and

(b) Your Recurrent Disability occurs within 180 days of the end of Your prior claim.

In order to prevent over-insurance because of duplication of benefits, benefits payable under this Recurrent Disability provision will cease if benefits are payable to You under any other group disability income policy or plan.

When Benefits End

Benefits will be paid during a period of Total or Partial Disability until the earliest of:

(a) the day You are no longer Totally or Partially Disabled;

(b) the day You die;

(c) the end of the Maximum Benefit Period shown in the Schedule;

(d) the day You fail to provide Us satisfactory proof of continuous Total or Partial Disability and/or any Current Earnings during Partial Disability;

(e) the day You fail to comply with Our request to be examined by a Physician and/or vocational rehabilitation expert of Our choice;

(f) the day You are not under Regular Care for the Injury or Sickness that caused the Total or Partial Disability; or

(g) the day You are able to return to work on a part-time or full-time basis and do not do so.

General Exclusions

We will not pay benefits for any Total or Partial Disability which is caused by, contributed to by, or resulting from:

(a) declared or undeclared war or any act of war or armed aggression;

(b) Your participation in a riot, insurrection or rebellion;

(c) Your commission of a felony for which You have been charged under state or federal law;

(d) an intentionally self-inflicted Injury or Sickness, whether You are sane or insane;

(e) attempted suicide, whether You are sane or insane; or

(f) an occupational Sickness or Injury, unless You cannot be covered by a workers' compensation law.

We also will not pay benefits for any Total or Partial Disability:

(a) while You are incarcerated or imprisoned for any period exceeding 60 days; or

(b) that is solely a result of a loss of a professional license, occupational license or certification.

VOCATIONAL REHABILITATION PROVISION

If You are disabled and are receiving disability benefits as provided by the policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to:

(a) job modification;

(b) job placement;

(c) retraining; and

(d) other activities reasonably necessary to help You return to work.

Eligibility for vocational rehabilitation services is based on Your education, training, experience and physical/mental capabilities. Before vocational rehabilitation services will be considered:

(a) Your disability must not allow You to perform Your regular occupation;

(b) You must not have the necessary skills to allow You to perform another occupation;

(c) You must have the physical and mental capability for successful completion of a rehabilitation program; and

(d) there must be reasonable expectation that rehabilitation services will help You return to active employment.

All vocational rehabilitation programs will be developed with input from You, Your physician, Your employer and Us and described on an Individual Written Rehabilitation Plan (IWRP), which states:

(a) the vocational rehabilitation goals;

(b) the responsibilities of Us, You and any third parties associated with the IWRP;

(c) the times and dates of the vocational rehabilitation services; and

(d) all costs associated with the services.

Either We, Your physician, or You may initiate consideration for Your participation in vocational rehabilitation. Failure to participate without good cause will result in reduction or termination of Disability benefits. Reduction of benefits will be based on Your income potential if You were employed after a vocational rehabilitation program.

Definitions

Good Cause means documented physical or mental impairments not identified in Your existing disability claim that:

(a) renders You incapable of rehabilitation;

(b) interferes with a medical program You are currently participating in; or

(c) conflicts with any other program You are participating in that will allow You to return to active employment.

We will make the final determination of any vocational rehabilitation services provided, eligibility for participation and any continued benefit payments.

The definition of Disability will not apply during the term of the vocational rehabilitation program but will be reapplied after such program ends.

PAYMENT OF CLAIMS

How To File Claims

It is important for You to notify Us of Your claim as soon as possible so that a claim decision can be made in a timely manner. Before Your claim can be considered, We must be given a written proof of loss, as described below. In the event of Your death or incapacity, Your beneficiary or someone else may give Us the proof.

Proof of Loss Requirements

1. First, request a claim form from the Plan Administrator or from Us.

   This request should be made:

   (a) within 20 days after a loss occurs; or

   (b) as soon as reasonably possible.

   When We receive the request, We will send a claim form for filing proof of loss. If You do not receive the form within 15 days of Your request, You can meet the proof of loss requirement by giving Us a written statement of what happened. Such statement should include:

   (a) that You are under the Regular Care of a Physician;

   (b) the appropriate documentation of Your job duties at Your regular job and Your Weekly Earnings;

   (c) the date Your Disability began;

   (d) the cause of Your Disability;

   (e) any restrictions and limitations preventing You from performing Your regular job;

   (f) the name and address of any Hospital or institution where You received treatment, including attending Physicians.

2. Next, You and Your employer must complete and sign Your sections of the claim form, and then give the claim form to the Physician. Your Physician should fill out his or her section of the form, sign it, and send it directly to Us.

3. The claim form must be sent to Us within 90 days after the end of each period for which We are liable; or as soon as reasonably possible. If it is not possible to give Us proof within 90 days after each period for which We are liable, it must be given to us no later than one year after the time proof of loss is otherwise required, unless the claimant is not legally capable.

How Claims are Paid

Benefits will be paid after We receive acceptable proof of loss.

Benefits will be paid to You, except benefits due but unpaid at Your death may be paid, at Our option, to:

(a) any member of Your family; or

(b) Your estate.

This provision does not apply to any Survivor Benefits payable under the Policy.

Examination

We sometimes require that a claimant be examined by a Physician or vocational rehabilitation expert of Our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations.

Overpayments

We have the right to recover any overpayments due to:

(a) fraud;

(b) any error We make in processing a claim; and

(c) Your receipt of Other Income Benefits.

You must reimburse Us in full. We will determine the method by which the repayment is to be made.

We will not recover more money than the amount We paid You.

Authority to Interpret Policy

The Policyholder has delegated to Us the discretion to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy. Benefits under the Policy will be paid only if We decide, after exercising Our discretion, that the Insured Person is entitled to them. In making any decision, We may rely on the accuracy and completeness of any information furnished by the Policyholder, an Insured Person or any other third parties.

The Insured Person has the right to request a review of Our decision. If, after exercising the Policy's review procedures, the Insured Person's claim for benefits is denied or ignored, in whole or in part, the Insured Person may file suit and a court will review the Insured Person's eligibility or entitlement to benefits under the Policy.

DISABILITY CLAIM REVIEW PROCEDURES

DEFINITIONS

An "**Adverse Benefit Determination**" means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of Your eligibility to participate in a plan.

A document, record, or other information will be considered "**Relevant**" to a claim if it:

(a) was relied upon in making the claim decision;

(b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision;

(c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants; or

(d) constitutes a statement of policy or guidance with respect to the Policy concerning the denied benefit for the diagnosis, without regard to whether such advice or statement was relied upon in making the claim decision.

INITIAL CLAIM DECISION

Initial Claim Decision. We will make a claim decision regarding Your disability claim within 45 days after Our receipt of the claim.

Extensions. This 45 day period may be extended for up to 30 days, if We (1) determine that such an extension is necessary due to matters beyond Our control and (2) notify You, prior to the expiration of the initial 45 day period, of the circumstances requiring the extension and the date by which We expect to render a decision. If, prior to the end of the first 30 day extension period, We determine that, due to matters beyond Our control, a decision cannot be rendered within that extension period, the period for making the decision may be extended for up to an additional 30 days; provided that We notify You, prior to the expiration of the first 30 day extension period, of the circumstances requiring the extension and the date as of which We expect to render a decision.

Notice of Extension. Our notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a claim decision and the additional information needed to resolve those issues. You will have 45 days within which to provide the specified information.

Time Periods. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing. If a period of time is extended as described above due to Your failure to submit information necessary to decide a claim, the period for making the claim decision will be "tolled" or suspended from the date on which notice of the extension is sent to You until the earlier of: (1) the date on which We receive Your response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

NOTICE OF ADVERSE BENEFIT DETERMINATION

We will provide written or electronic notice of any Adverse Benefit Determination within 45 days after Our receipt of the claim, subject to the extensions described above. The notice will include:

(a) the specific reason(s) for the Adverse Benefit Determination;

(b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;

(c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information;

(d) a description of the Policy's appeal procedures, including the time limits for such procedures;

(e) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the Adverse Benefit Determination, a statement that it was relied upon in making the Adverse Benefit Determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to You upon request; and

(f) if the Adverse Benefit Determination was based on a medical necessity or experimental treatment or similar exclusion, a statement that it was relied upon in making the Adverse Benefit Determination and that an explanation of the scientific or clinical judgment for the determination will be provided free of charge to You upon request.

APPEALS OF ADVERSE BENEFIT DETERMINATIONS

You may appeal within 180 days following Your receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

(a) Your name;

(b) the name of the person filing the appeal if different from You;

(c) the Policy number; and

(d) the nature of the appeal.

You will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by You relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

Our review will not give deference to the initial Adverse Benefit Determination.

Our review will be conducted by an individual who is neither the individual who made the Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of such individual.

We will identify any medical or vocational experts whose advice was obtained in connection with an Adverse Benefit Determination, without regard to whether the advice was relied upon in making the benefit determination.

In deciding an appeal of any Adverse Benefit Determination that is based in whole or in part on a medical judgment, the individual conducting the appeal will consult with a health care professional:

(a) who has appropriate training and experience in the field of medicine involved in the medical judgment; and

(b) who is neither an individual who was consulted in connection with the Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of any such individual.

APPEAL DECISION

Notice of Appeal Decision. We will notify You of Our appeal decision within 45 days after receipt of Your timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide You with written or electronic notice of Our appeal decision.

Notice of an Adverse Benefit Determination will include:

(a) the specific reason(s) for the Adverse Benefit Determination;

(b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;

(c) a statement that You are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to Your claim;

(d) if an internal rule, guideline, protocol, or other similar criterion was used in making the Adverse Benefit Determination, a statement that it was used in making the Adverse Benefit Determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to You upon request; and

(e) if the Adverse Benefit Determination was based on a medical necessity or experimental treatment or similar exclusion, a statement that it was relied upon in making the Adverse Benefit Determination and that an explanation of the scientific or clinical judgment for the determination will be provided free of charge to You upon request.

Notice of Extension. If We determine that an extension is required, We will notify You in writing of the extension prior to the termination of the initial 45 day period. In no event will the extension exceed 45 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

Time Periods. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to Your failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent to You until the earlier of (1) the date on which We receive Your response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

STANDARD PROVISIONS

Insurance Contract

The insurance contract consists of:

(a) the Policy;

(b) the Policyholder's application attached to the Policy; and

(c) Your application, if required.

Changes in the Insurance Contract

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

(a) does not require Your or Your beneficiary's consent; and

(b) must be:
   (1) in writing;
   (2) made a part of the Policy; and
   (3) signed by one of Our officers.

A change may affect any class of Insured Persons, including retirees if retired coverage is included in the Policy.

Applications

We may use misstatements or omissions in Your application to contest the validity of insurance, reduce coverage or deny a claim, but We must first furnish You or Your beneficiary with a copy of that application. We will not use Your application to contest or reduce insurance which has been in force for two years or more during Your lifetime. However, if You are not eligible for insurance, there is no time limit on Our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

Legal Actions

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.

SHORT-TERM DISABILITY DEFINITIONS

Terms defined in this provision are used in, or apply to, other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

Appropriate Care and Treatment means medical care and treatment that meet all of the following:

(a) It is received from a Physician whose expertise, medical training and clinical experience are suitable for treating Your Injury or Sickness;

(b) It is Medically Necessary;

(c) It is consistent in type, frequency and duration of treatment with relevant guidelines based on national medical research or published by health care organizations and government agencies;

(d) It is consistent with the diagnosis of Your condition; and

(e) Its purpose is to improve Your medical condition and thereby aid in Your ability to return to work.

Current Earnings means any actual pre-tax weekly income You receive while You are working and eligible to receive a Weekly Benefit, or the pre-tax earnings You could receive if You were working at Your Maximum Capacity. If Your current earnings fluctuate, We reserve the option to average Your current earnings over the most recent three-week period to determine if Your claim should continue.

Deferred Compensation means contributions You make through a salary reduction agreement with Your employer to a plan or arrangement under Internal Revenue Code (IRC) §:

(a) 401(k);

(b) 403(b);

(c) 408(k);

(d) 457 Deferred Compensation arrangement; or

(e) any other deferred compensation agreement or arrangement defined under the Internal Revenue Code.

Elimination Period means the number of days of Total and/or Partial Disability which must be satisfied before You are eligible to receive benefits. The elimination period is shown in the Schedule. The elimination period begins on the first day of Total or Partial Disability.

Gross Weekly Benefit means Your Weekly Benefit amount before any reduction for Other Income Benefits and Current Earnings.

Hospital means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing Your Total or Partial Disability. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

Injury means an accidental bodily injury which is the direct result of a sudden, unexpected and unintended external force or element, such as a blow or fall, that requires treatment by a Physician. It must be independent of Sickness or any other cause, including, but not limited to, complications from medical care. Total or Partial Disability due to such injury must begin while You are insured under the Policy. Injury does not include elective or cosmetic surgery or procedures, or complications resulting therefrom.

Material Duties means the essential tasks, functions, and operations relating to Your Regular Job that cannot be reasonably omitted or modified. In no event will We consider working an average of more than 40 hours per week in itself to be a part of material duties. One of the material duties of Your Regular Job is the ability to work for an employer on a full-time basis.

Maximum Capacity means, based on Your medical restrictions and limitations, the greatest extent of work You are able to do in Your Regular Job.

Medically Necessary means care that is ordered, prescribed or rendered by a Physician or Hospital and is determined by Us, or a qualified party or entity selected by Us, to be:

(a) provided for the diagnosis or direct treatment of Your Injury or Sickness;

(b) appropriate and consistent with the symptoms and findings or diagnosis and treatment of Your Injury or Sickness; and

(c) provided in accordance with generally accepted professional standards and/or medical practice.

Partial Disability and Partially Disabled means that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which You, while unable to perform all of the Material Duties of Your Regular Job on a full-time basis, are:

(a) able to perform at least one of the Material Duties of Your Regular Job on a part-time or full-time basis; and

(b) unable to generate Current Earnings which exceed 99% of Your Weekly Earnings due to that same Injury or Sickness.

Partial disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with Your employer.

Physician means any of the following licensed practitioners:

(a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);

(b) a licensed doctoral clinical psychologist; or

(c) where required by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include You, a person who lives with You or is a part of Your family (Your spouse; or a child, brother, sister or parent of You or Your spouse).

Policyholder's Retirement Plan means any retirement plan:

(a) which is part of any federal, state, county, municipal or association retirement system; and

(b) for which You are eligible as a result of employment with the Policyholder.

Recurrent Disability means a Total or Partial Disability which is related to or due to the same cause(s) of a prior disability for which You received a Weekly Benefit under this Policy.

Regular Care means:

(a) You visit a Physician as frequently as is medically required, according to standard medical practice, to effectively manage and treat Your disabling condition; and

(b) You receive Appropriate Care and Treatment.

Regular Job means the occupation You are routinely performing when Your Total or Partial Disability begins.

Retirement Benefit means money which:

(a) is payable under a Retirement Plan either in a lump sum or in the form of periodic payments;

(b) does not represent contributions made by You; and

(c) is payable upon the later of:
   (1) early or normal retirement as defined in the Policyholder's Retirement Plan or under the U.S. Social Security Act; or
   (2) Total or Partial Disability, if the payment does not reduce the amount of money which would have been paid at the normal retirement age under the plan if the Total or Partial Disability had not occurred.

NOTE: Regardless of how the retirement funds from the Retirement Plan are distributed, We will consider Your contributions and Your employer's contributions to be distributed simultaneously during Your lifetime.

Retirement Plan means a plan which provides Your Retirement Benefits and which is not funded wholly by Your contributions. The term shall not include a profit-sharing plan or a plan such as a 401(k), a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a non-qualified plan of Deferred Compensation.

Rider means a provision added to the Policy or Your Certificate to expand or limit benefits or coverage.

Sickness means a disease, disorder or condition, including pregnancy, for which you are under the care of a Physician. Total or Partial Disability must begin while you are insured under the Policy. Sickness does not include elective or cosmetic surgery or procedures, or complications resulting therefrom.

Total Disability and Totally Disabled means that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which You are prevented from performing all of the Material Duties of Your Regular Job on a full-time basis.

Total disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with Your employer.

We, Our, Us means the Insurance Company shown on Your Certificate of Insurance.

You, Your and Insured Person means an insured employee or member.

Group Policy Number GUG-369G

Publication Date: October 11, 2012

GROUP SHORT-TERM DISABILITY INSURANCE SUMMARY OF COVERAGE

Town of Surfside
GUG-369G
Revised: October 1, 2012
All eligible active employees

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Elimination Period	If Your Total or Partial Disability is a result of an Injury, Your Elimination Period is 14 calendar days. If Your Total or Partial Disability is a result of a Sickness, Your Elimination Period is 14 calendar days.
Weekly Benefit	If You are Totally Disabled, the Weekly Benefit is the lesser of: • 66% of Your Weekly Earnings, less Other Income Benefits; or • the Maximum Weekly Benefit. The Maximum Weekly Benefit is $1,000, less any Other Income Benefits. If You are Partially Disabled and unable to generate Current Earnings that exceed 99% of Your Weekly Earnings, the Weekly Benefit will be the Weekly Benefit payable while Partially Disabled, unless the sum of: • the Gross Weekly Benefit while You are Totally Disabled; plus • Other Income Benefits You receive or are eligible to receive; plus • Current Earnings while You are Partially Disabled; exceeds 100% of Your Weekly Earnings. If this sum exceeds 100% of Your Weekly Earnings, the Weekly Benefit will be reduced by that excess amount.
Maximum Benefit Period	The maximum number of weeks that benefits are payable for a continuous period of Total or Partial Disability is 24 weeks, or until benefits become payable under Our Long Term Disability Plan, if eligible, whichever occurs first.

EMPLOYEE ELIGIBILITY	
Minimum Work Hours Required	32 hours per week
Eligibility Waiting Period	30 days
Confinement Rule	If an eligible Employee is confined due to an Injury or Sickness or not available for work because of an Injury or Sickness, insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Employment.
When Insurance Begins	An Employee will become insured on the first day of the Policy month which coincides with or follows the day the Employee becomes eligible, provided the Employee is Actively Working on that day.
When Your Classification or the Amount of Insurance Changes	Any change in Your classification, coverage or amount of Your insurance will take effect on the day of the change, provided You are Actively Working on that day. If You are not Actively Working on the day of the change, the following conditions will apply: • If the change involves an increase in the amount of insurance, the change will not take effect until the day You return to Active Work. • If the change involves a decrease in the amount of insurance, the change will take effect on the day of the change. In no event will any change take effect during a period of Total or Partial Disability.
When Your Insurance Ends	Your insurance will end at midnight at the main office of the Policyholder on the earliest of: • the day the Policy ends; • the day any premium contribution for Your insurance is due and unpaid; • the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less); or • the day You are no longer eligible. You will no longer be eligible when the earliest of the following occurs: • You are not in an eligible classification described in the Schedule; • Your employment with the Policyholder ends; • You are not Actively Employed; or • You do not satisfy any other eligibility condition described in the Policy.

DEFINITIONS	
Definition of Disability	Partial Disability and Partially Disabled means that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which You, while unable to perform all of the Material Duties of Your Regular Job on a full-time basis, are: • able to perform at least one of the Material Duties of Your Regular Job on a part-time or full-time basis; and • unable to generate Current Earnings which exceed 99% of Your Weekly Earnings due to that same Injury or Sickness. Partial disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with Your employer. Total Disability and Totally Disabled means that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which You are prevented from performing all of the Material Duties of Your Regular Job on a full-time basis. Total disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with Your employer.
Definition of Weekly Earnings	Weekly Earnings means Your gross income received from the Policyholder for the week immediately prior to the month in which Your Total or Partial Disability began. It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.
FEATURES	
Vocational Rehabilitation	If You are Disabled and are receiving Disability benefits as provided by the Policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to: • job modification; • job placement; • retraining; and • other activities reasonably necessary to help You return to work.

EXCLUSIONS	
General Exclusions	We will not pay benefits for any Total or Partial Disability which is caused by, contributed to by, or resulting from: • declared or undeclared war or any act of war or armed aggression; • Your participation in a riot, insurrection or rebellion; • Your commission of a felony for which You have been charged under state or federal law; • an intentionally self-inflicted Injury or Sickness, whether You are sane or insane; • attempted suicide, whether You are sane or insane; or • an occupational Sickness or Injury, unless You cannot be covered by a workers' compensation law. We also will not pay benefits for any Total or Partial Disability: • while You are incarcerated or imprisoned for any period exceeding 60 days; or • that is solely a result of a loss of a professional license, occupational license or certification.

Publication Date: October 11, 2012

YOUR GROUP LONG-TERM DISABILITY BENEFITS

Town of Surfside

UNDERWRITTEN BY:
UNITED OF OMAHA LIFE INSURANCE COMPANY
MUTUAL OF OMAHA PLAZA
OMAHA, NEBRASKA 68175

Revised October 1, 2012

HOW TO OBTAIN PLAN BENEFITS

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

United of Omaha Life Insurance Company
Group Disability Management Services
Mutual of Omaha Plaza
Omaha, Nebraska 68175

CLAIM ASSISTANCE

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company
Group Disability Management Services
Mutual of Omaha Plaza
Omaha, Nebraska 68175
Call Toll Free: 1-800-877-5176

When contacting the Company please have your policy number available. Your policy number is GLTD-369G.

GROUP LONG-TERM DISABILITY INSURANCE SUMMARY OF COVERAGE

Town of Surfside
GLTD-369G
Revised: October 1, 2012
All eligible active employees

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Elimination Period	The Elimination Period is the later of: • 180 calendar days; or • the date Your short-term Disability benefits end. For accumulating days of Total and/or Partial Disability to satisfy the Elimination Period, the following will apply: • a period of Disability will be treated as continuous during the Elimination Period unless Total or Partial Disability stops for more than 180 accumulated days during the Elimination Period; and • days You are not Totally or Partially Disabled will not be used to satisfy the Elimination Period.
Monthly Benefit	If You are Totally Disabled, the Monthly Benefit is the lesser of: • 60% of Your Basic Monthly Earnings, less Other Income Benefits; or • the Maximum Monthly Benefit. The Maximum Monthly Benefit is $5,000, less any Other Income Benefits. You may work for wage or profit while Partially Disabled. As a work incentive, You will receive the Monthly Benefit, unless the sum of: • the Gross Monthly Benefit while You are Partially Disabled; plus • Current Earnings; exceeds 100% of Your Basic Monthly Earnings. If this sum exceeds 100% of Your Basic Monthly Earnings, the Monthly Benefit will be reduced by that excess amount.

Minimum Monthly Benefit	Your Monthly Benefit will never be less than $50.	
Maximum Benefit Period	If You are Totally or Partially Disabled because of an Injury or Sickness, We will pay benefits as follows. However, benefits for disabilities resulting from a Mental Disorder or Alcohol or Drug Abuse and/or Substance Abuse will be paid in accordance with any Mental Disorder Limitation or Alcohol and Drug Abuse and/or Substance Abuse Limitation.	
	Age at Disability	**Maximum Benefit Period**
	61 or less	to age 65 or to Your Social Security Normal Retirement Age, or 3 years and 6 months, whichever is longer
	62	to Your Social Security Normal Retirement Age or 3 years and 6 months, whichever is longer
	63	to Your Social Security Normal Retirement Age or 3 years, whichever is longer
	64	to Your Social Security Normal Retirement Age or 2 years and 6 months, whichever is longer
	65	2 years
	66	1 year and 9 months
	67	1 year and 6 months
	68	1 year and 3 months
	69 or older	1 year
EMPLOYEE ELIGIBILITY		
Minimum Work Hours Required	32 hours per week	
Eligibility Waiting Period	30 days	
Confinement Rule	If an eligible Employee is confined due to an Injury or Sickness or not available for work because of an Injury or Sickness, insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Employment.	
When Insurance Begins	An Employee will become insured on the first day of the Policy month which coincides with or follows the day the Employee becomes eligible, provided the Employee is Actively Working on that day.	
When Your Classification or the Amount of Insurance Changes	Any change in Your classification, coverage or amount of Your insurance will take effect on the day of the change, provided You are Actively Working on that day. If You are not Actively Working on the day of the change, the following conditions will apply: • If the change involves an increase in the amount of insurance, the change will not take effect until the day You return to Active Work. • If the change involves a decrease in the amount of insurance, the change will take effect on the day of the change. In no event will any change take effect during a period of Total or Partial Disability.	

When Your Insurance Ends	Your insurance will end at midnight at the main office of the Policyholder on the earliest of: • the day the Policy ends; • the day any premium contribution for Your insurance is due and unpaid; • the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less); or • the day You are no longer eligible. You will no longer be eligible when the earliest of the following occurs: • You are not in an eligible classification described in the Schedule; • Your employment with the Policyholder ends; • You are not Actively Employed; or • You do not satisfy any other eligibility condition described in the Policy.
DEFINITIONS	
Definition of Disability	Partial Disability and Partially Disabled means that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which You, while unable to perform all of the Material Duties of Your Regular Occupation on a full-time basis, are: • able to perform at least one of the Material Duties of Your Regular Occupation on a part-time or full-time basis; and • unable to generate Current Earnings which exceed 99% of Your Basic Monthly Earnings due to that same Injury or Sickness. Partial disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with Your employer. Total Disability and Totally Disabled means that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which You are prevented from performing all of the Material Duties of Your Regular Occupation on a full-time basis. Total or Partial Disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with Your employer.
Definition of Monthly Earnings	Basic Monthly Earnings means Your gross income received from the Policyholder and verified by premium We have received for the month immediately prior to the month in which Your Total or Partial Disability began. It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.
FEATURES	
Continuation of Insurance During Total Disability	If You become Totally Disabled, Your insurance will continue without payment of premium for as long as You are entitled to receive Monthly Benefits, provided the premium is paid during the Elimination Period.

Vocational Rehabilitation	If You are Disabled and are receiving Disability benefits as provided by the Policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to: • job modification; • job placement; • retraining; and • other activities reasonably necessary to help You return to work.
Limited Benefits For: • **Back Or Neck Disorders;** • **Mental Disorders;** • **Alcohol Or Drug Abuse;** • **Chronic Fatigue Syndrome;** • **Carpal Tunnel Syndrome; and** • **Environmental Allergic Illness**	If You are Disabled because of a Back or Neck Disorder, mental disorders, alcohol or drug abuse, chronic fatigue syndrome, carpal tunnel syndrome, or environmental allergic illness, Your benefits will be limited to 24 months while You are insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24-month period. The Monthly Benefit will be paid during the confinement. If You are Disabled when You are discharged, the Monthly Benefit will be paid for a recovery period of up to 90 additional days. If You become reconfined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the second confinement.
Survivor Benefit	We will pay a survivor benefit to Your Eligible Survivor when We receive proof that You died: • after being Totally and/or Partially Disabled; and • while receiving, or eligible to receive, a Monthly Benefit under the Policy. The survivor benefit will be an amount equal to 3 times Your Monthly Benefit payable for the month immediately prior to Your death.
EXCLUSIONS	
Mental Disorder Limitation	If You are Totally or Partially Disabled because of a Mental Disorder, Your benefits will be limited to a total of 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24-month period. The Monthly Benefit will continue to be paid during such confinement.
Alcohol and Drug Abuse and/or Substance Abuse Limitation	If You are Totally or Partially Disabled because of Alcohol and Drug Abuse and/or Substance Abuse, Your benefits will be limited to a total of 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24-month period. The Monthly Benefit will continue to be paid during such confinement.

General Exclusions	We will not pay benefits for any Total or Partial Disability which is caused by, contributed to by, or resulting from: • declared or undeclared war or any act of war or armed aggression; • Your participation in a riot, insurrection or rebellion; • Your commission of a felony for which You have been charged under state or federal law; • an intentionally self-inflicted Injury or Sickness, whether You are sane or insane; • attempted suicide, whether You are sane or insane; • Alcohol and Drug Abuse and/or Substance Abuse, except as specifically provided in the Schedule; or • Mental Disorders, except as specifically provided in the Schedule. We also will not pay benefits for any Total or Partial Disability: • with respect to Alcohol and Drug Abuse and/or Substance Abuse, while You are not being actively supervised by and receiving continuing treatment from a rehabilitation center or designated institution approved for such treatment by an appropriate body in the governing jurisdiction, or if none, by Us; • while You are incarcerated or imprisoned for any period exceeding 60 days; or • that is solely a result of a loss of a professional license, occupational license or certification.
Pre-Existing Conditions	We will not provide benefits for Total or Partial Disability: • caused by, contributed to by, or resulting from a Pre-existing Condition; and • which begins in the first 12 months after You are continuously insured under the Policy. A Pre-existing Condition means any Injury or Sickness for which You received medical treatment, advice or consultation, care or services including diagnostic measures, or had drugs or medicines prescribed or taken in the 3 months prior to the day You become insured under the Policy.

Publication Date: October 11, 2012

NOTICE

If any questions or problems arise regarding this insurance, you may contact the Company at:

United of Omaha Life Insurance Company
Mutual of Omaha Plaza
Omaha, NE 68175
Telephone: 1-800-775-8805

When contacting the Company, please have your policy number available.

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CERTIFICATE OF INSURANCE

UNITED OF OMAHA
LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza
Omaha, Nebraska 68175

United of Omaha Life Insurance Company certifies that Group Policy No(s). GLTD-369G (policy) has been issued to Town of Surfside (Policyholder).

Insurance is provided for certain employees as described in the policy.

The benefits described in this Certificate are subject to the terms and conditions of the policy. Benefits are effective only if you are eligible for the insurance, become insured and remain insured as described in this Certificate.

This Certificate replaces any certificate previously issued under the Policy.

UNITED OF OMAHA LIFE INSURANCE COMPANY

Chairman of the Board and Chief Executive Officer

Corporate Secretary

THIS SCHEDULE DESCRIBES THE AMOUNT OF BENEFITS AND CERTAIN OTHER REQUIREMENTS AND LIMITATIONS APPLICABLE TO BENEFITS FOR TOTAL AND PARTIAL DISABILITY. OUR OBLIGATION TO CONSIDER BENEFITS DESCRIBED IN THIS SCHEDULE IS SUBJECT TO ALL TERMS OF THE POLICY, INCLUDING, BUT NOT LIMITED TO, ALL DEFINITIONS, GENERAL EXCLUSIONS AND RIDERS. PLEASE REFER TO THE TABLE OF CONTENTS IN THE CERTIFICATE TO LOCATE THE PROVISIONS OF THE POLICY.

SCHEDULE

The amount of insurance for You will be in accordance with Your classification in this Schedule.

Classification(s)

All eligible active employees

For You
LONG-TERM DISABILITY BENEFITS

Elimination Period

The Elimination Period is the later of:

(a) 180 calendar days; or

(b) the date Your short-term Disability benefits end.

For accumulating days of Total and/or Partial Disability to satisfy the Elimination Period, the following will apply:

(a) a period of disability will be treated as continuous during the Elimination Period unless Total or Partial Disability stops for more than 180 accumulated days during the Elimination Period; and

(b) days You are not Totally or Partially Disabled will not be used to satisfy the Elimination Period.

Definitions

Basic Monthly Earnings means Your gross income received from the Policyholder and verified by premium We have received for the month immediately prior to the month in which Your Total or Partial Disability began.

It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.

Other Income Benefits has the meaning set forth in the Other Income Benefits provision of this Schedule.

Monthly Benefit

If You are Totally Disabled, the Monthly Benefit is the lesser of:

(a) 60% of Your Basic Monthly Earnings, less Other Income Benefits; or

(b) the Maximum Monthly Benefit. The Maximum Monthly Benefit is $5,000, less any Other Income Benefits.

You may work for wage or profit while Partially Disabled. As a work incentive, You will receive the Monthly Benefit, unless the sum of:

(a) the Gross Monthly Benefit while You are Partially Disabled; plus

(b) Current Earnings;

exceeds 100% of Your Basic Monthly Earnings. If this sum exceeds 100% of Your Basic Monthly Earnings, the Monthly Benefit will be reduced by that excess amount.

Your Monthly Benefit will never be less than $50.

When less than one month of Total or Partial Disability benefits is due, a pro rata benefit will be paid for each day of Total or Partial Disability. This pro rata benefit will be equal to 1/30th of Your Monthly Benefit as calculated above.

While You are participating in a plan of vocational rehabilitation approved by Us, Your Monthly Benefit, as calculated above, will be increased by 5%.

Maximum Benefit Period

If You are Totally or Partially Disabled because of an Injury or Sickness, We will pay benefits as follows. However, benefits for disabilities resulting from a Mental Disorder or Alcohol or Drug Abuse and/or Substance Abuse will be paid in accordance with any Mental Disorder Limitation or Alcohol and Drug Abuse and/or Substance Abuse Limitation shown in this Schedule.

Age at Disability	Maximum Benefit Period
61 or less	to age 65 or to Your Social Security Normal Retirement Age, or 3 years and 6 months, whichever is longer
62	to Your Social Security Normal Retirement Age or 3 years and 6 months, whichever is longer
63	to Your Social Security Normal Retirement Age or 3 years, whichever is longer
64	to Your Social Security Normal Retirement Age or 2 years and 6 months, whichever is longer
65	2 years
66	1 year and 9 months
67	1 year and 6 months
68	1 year and 3 months
69 or older	1 year

Social Security Normal Retirement Age means Your normal retirement age under the United States Social Security Act determined as follows.

Year of Birth	Social Security Normal Retirement Age
1937 or earlier	65 Years
1938	65 years and 2 months
1939	65 years and 4 months
1940	65 years and 6 months
1941	65 years and 8 months
1942	65 years and 10 months
1943 through 1954	66 years
1955	66 years and 2 months
1956	66 years and 4 months
1957	66 years and 6 months
1958	66 years and 8 months
1959	66 years and 10 months
1960 or later	67 years

NOTE: Your Social Security Normal Retirement Age may change subject to any changes to the United States Social Security Act.

Mental Disorder Limitation

If You are Totally or Partially Disabled because of a Mental Disorder, Your benefits will be limited to a total of 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24-month period. The Monthly Benefit will continue to be paid during such confinement.

If You are still Totally or Partially Disabled when You are discharged, the Monthly Benefit will be paid for a recovery period of up to 90 additional days.

If You become re-confined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the second confinement.

In no event will benefits payable due to Mental Disorders be payable beyond the Maximum Benefit Period as shown above in the Maximum Benefit Period section.

Alcohol and Drug Abuse and/or Substance Abuse Limitation

If You are Totally or Partially Disabled because of Alcohol and Drug Abuse and/or Substance Abuse, Your benefits will be limited to a total of 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24-month period. The Monthly Benefit will continue to be paid during such confinement.

If You are still Totally or Partially Disabled when You are discharged, the Monthly Benefit will be paid for a recovery period of up to 90 additional days.

If You become re-confined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the second confinement.

In no event will benefits payable due to Alcohol and Drug Abuse and/or Substance Abuse be payable beyond the Maximum Benefit Period as shown above in the Maximum Benefit Period section.

Other Income Benefits

We take into account the total of all Your income from other sources of income in determining the amount of Your Monthly Benefit. Your Other Income Benefits are any of the following amounts that you receive or You are eligible to receive as a result of Your Total or Partial Disability:

1. Any amounts under:
   (a) a workers' compensation law;
   (b) an occupational disease law;
   (c) the Jones Act, (46 U.S.C. Statute 688(a) (1920)); or
   (d) any other act or law of like intent to the laws described in 1(a), (b) or (c) above.
2. Any amounts under another group insurance policy or plan for which the Policyholder has paid any part of the cost. A group insurance policy or plan is one for which the Policyholder contributes or makes payroll deductions.
3. Any amounts as disability income payments under any:
   (a) state compulsory benefit act or law;
   (b) government retirement system as a result of Your job with the Policyholder; or
   (c) work loss provision in a no-fault motor vehicle insurance plan, unless state law or regulation does not allow group disability income benefits to be reduced by benefits from no-fault motor vehicle coverage.
4. Any amount of Retirement Benefits under the Policyholder's Retirement Plan. Benefits payable before the plan's normal retirement age are considered Other Income Benefits only if You voluntarily elect to receive these benefits.
5. Any benefits for You or Your spouse and child(ren) under:
   (a) the U.S. Social Security Act;
   (b) the Canada Pension Plan;
   (c) the Quebec Pension Plan;
   (d) the Railroad Retirement Act;
   (e) the Public Employee Retirement Plan;
   (f) the Teachers Employment Retirement Plan; or
   (g) any similar plan or act that provides:
      (1) disability benefits; or
      (2) Retirement Benefits (except this will not apply if Your Total or Partial Disability begins after Your Social Security Normal Retirement Age and You were already receiving Social Security retirement benefits. This exception only applies to U.S. Social Security Benefits).
6. Any amount payable as salary continuance, sick leave or severance allowance.

7. Any amount from a third party (after subtracting attorneys' fees) by judgment, settlement or otherwise.

8. Any amounts from any unemployment insurance law or program.

Social Security Assistance

In order to be eligible for assistance from Our Social Security claimant advocacy program, You must be receiving Monthly Benefits from Us. We can arrange for advice regarding Your claim and assist You with Your application or appeal.

Receiving Social Security benefits may enable:

(a) You to receive Medicare after 24 months of disability payments;

(b) You to protect Your retirement benefits; and

(c) Your family to be eligible for Social Security benefits.

We can arrange assistance in obtaining Social Security disability benefits by:

(a) helping You find appropriate representation;

(b) obtaining medical and vocational evidence; and

(c) reimbursing pre-approved case management expense.

Explanation of Other Income Benefits

You must apply for Other Income Benefits for which You are or may become eligible and do what is needed to obtain them. If Your Social Security application is denied, You must appeal the decision by Social Security to a level that is satisfactory to Us and provide written proof of all levels of appeal.

As part of Your proof of Total or Partial Disability, We require that You furnish evidence to Us that You have applied for Other Income Benefits for which You are or may become eligible.

After the first reduction for each of the Other Income Benefits, We will not further reduce Your Monthly Benefit due to any cost of living increases payable under these Other Income Benefits.

Other Income Benefits that are paid in a lump sum will be prorated on a monthly basis over a period for which the sum is given. If no time period is stated, the sum will be prorated on a monthly basis over the lesser of the following:

(a) The Policy's Maximum Benefit Period; or

(b) 60 equal payments.

If Other Income Benefits which are paid in a lump sum are paid on a retroactive basis, then we may adjust the Monthly Benefit to recover any overpayment.

Until You have signed Our Reimbursement Agreement and have given written proof to Us that application has been made or all available appeals have been exhausted for Other Income Benefits, We may:

(a) estimate Your Other Income Benefits; and

(b) reduce Your Monthly Benefit by that amount.

If We reduce Your benefit on this basis, and if all of Your appeals are denied, We will restore the reduced amounts to You in one payment.

EMPLOYEE ELIGIBILITY

Disability Insurance

Definitions

Terms defined in this provision may be used in, or apply to other provisions throughout this Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

Active Employment or **Actively Employed** means Actively Working on a regular and consistent basis for the Policyholder 32 or more hours each week. A Totally or Partially Disabled Employee will not be considered actively employed.

Actively Working or **Active Work** means performing the normal duties of a regular job for the Policyholder at:

(a) the Policyholder's usual place of business;

(b) an alternative work site at the direction of the Policyholder; or

(c) a location to which one must travel to perform the job.

An Employee will be considered Actively Working on any day that is:

(a) a regular paid holiday or day of vacation; or

(b) a regular or scheduled non-working day;

provided the Employee was Actively Working on the last preceding regular work day.

If an Employee's customary place of employment is at home, the Employee will be considered actively working if not confined on that day as described in the Confinement Rule.

Confinement Rule

1. If an eligible Employee is confined due to an Injury or Sickness:

   (a) in a Hospital as an inpatient;

   (b) in any institution or facility other than a Hospital; or

   (c) at home and under the supervision of a Physician;

   insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Employment.

2. If an eligible Employee is Actively Employed and is not:

   (a) confined; and

   (b) available for work because of an Injury or Sickness;

   insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Employment.

Employee means a person who receives compensation from the Policyholder for work performed for the Policyholder. An employee will not include a person who is unauthorized to work in the United States pursuant to the Immigration and Nationality Act and related rules and regulations.

The term Employee does not include any person performing services for the Policyholder:

(a) pursuant to an independent contractor relationship with the Policyholder;

(b) subject to the terms of a leasing agreement between the Policyholder and a leasing organization;

(c) who receives income which is reported by the Policyholder on IRS form 1099;

(d) while outside the United States for any period in excess of 12 consecutive months, unless approval has been received from the Home Office;

(e) on a seasonal basis; or

(f) on a temporary basis.

Eligible Employees

An Employee becomes eligible for insurance under this Policy on the day following completion of 30 days of continuous Active Employment.

When Insurance Begins

An Employee will become insured on the first day of the Policy month which coincides with or follows the day the Employee becomes eligible, provided the Employee is Actively Working on that day. If the Employee is not Actively Working on that day, insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Work.

Reinstatement of Insurance

If an eligible Employee wants to reinstate insurance after insurance has ended, the following will apply:

Rehire: If insurance ended because the Employee has ceased to be eligible under this Policy and the Employee becomes eligible again within 90 days after insurance ended, the waiting period will be waived. All other Policy provisions, including Pre-existing Conditions, will apply.

When Your Classification or the Amount of Insurance Changes

Any change in Your classification, coverage or amount of Your insurance as shown in the Schedule will take effect on the day of the change, provided You are Actively Working on that day. If You are not Actively Working on that day, the following conditions will apply:

(a) If the change involves an increase in amount of insurance, the change will not take effect until the day You return to Active Work.

(b) If the change involves a decrease in the amount of insurance, the change will take effect on the day of the change.

In no event will any change take effect during a period of Total or Partial Disability.

When Your Insurance Ends

Your insurance will end at midnight at the main office of the Policyholder on the earliest of:

(a) the day this Policy ends;

(b) the day any premium contribution for Your insurance is due and unpaid;

(c) the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less); or

(d) the day You are no longer eligible. You will no longer be eligible when the earliest of the following occurs:
   (1) You are not in an eligible classification described in the **Schedule**;
   (2) Your employment with the Policyholder ends;
   (3) You are not Actively Employed; or
   (4) You do not satisfy any other eligibility condition described in this Policy.

We will provide benefits for a payable claim which occurs while You are covered under this Policy.

Continuation of Insurance During Total Disability

If You become Totally Disabled, Your insurance will continue without payment of premium for as long as You are entitled to receive Monthly Benefits, provided the premium is paid during the Elimination Period.

RIDER
FAMILY AND MEDICAL LEAVE

as Federally Mandated

This Rider is made a part of Group Policy GLTD-369G.

This Rider is effective on the latest of:

(a) the effective date of the Policy;

(b) the day You become insured under the Policy; or

(c) the date required by Federal law.

In the event of a conflict between this Rider and any other provision of the Policy, including the Certificate, this Rider shall control. This Rider shall be subject to all provisions of the Policy, including the Certificate, not in conflict with this Rider.

Definitions

Serious Health Condition has the meaning set forth in the Family and Medical Leave Act of 1993 (FMLA) (including any amendments to the FMLA).

Family and Medical Leave

If You become eligible for a family or medical leave of absence in accordance with the FMLA, Your insurance coverage may be continued on the same basis as if You were Actively at Work for up to 12 weeks during a 12 month period, as defined by the Policyholder, for any of the following reasons:

(a) to care for Your child after the birth or placement of a child with You for adoption or foster care; so long as such leave is completed within 12 months after the birth or placement of the child;

(b) to care for Your spouse, child, foster child, adopted child, stepchild, or parent who has a Serious Health Condition; or

(c) for Your own Serious Health Condition.

In the event You or Your spouse are both insured as employees of the Policyholder, the continued coverage under (a) may not exceed a combined total of 12 weeks. In addition, if the leave is taken to care for a parent with a Serious Health Condition, the continued coverage may not exceed a combined total of 12 weeks.

Conditions

1. If, on the day Your insurance is to begin, You are already on an FMLA leave of absence for any reason other than Your own Serious Health Condition, You will be considered Actively at Work.
2. If You begin an FMLA leave of absence after You have been insured under this Policy, the amount of Your insurance benefits will be same as that which was in effect on the day before Your FMLA leave started, subject to any reductions in benefits in accordance with the terms of the Policy.

3. You are eligible to continue coverage under FMLA if:
   (a) You have worked for the Policyholder for at least one (1) year;
   (b) You have worked at least 1,250 hours over the previous 12 months;
   (c) The Policyholder employs at least 50 employees within 75 miles from Your worksite; and
   (d) You continue to pay any required premium for Yourself in a manner determined by the Policyholder.
4. In the event You choose not to pay any required premium during Your leave, Your insurance coverage will not be continued during the leave. You will be able to reinstate Your coverage on the day You return to work, subject to any changes that may have occurred in the Policy during the time You were not insured. You will not be subject to any evidence of good health requirement provided under the Policy. Any partially-satisfied waiting periods, including any limitations for a preexisting condition, which are interrupted during the period of time premium was not paid will continue to be applied once coverage is reinstated.
5. You are subject to all conditions and limitations of the Policy during Your leave, except that anything in conflict with the provisions of the FMLA will be construed in accordance with the FMLA.
6. If requested by Us, You or the Policyholder must submit proof acceptable to Us that Your leave is in accordance with FMLA.
7. This FMLA continuation is concurrent with any other continuation option.
8. FMLA continuation ends on the earliest of:
   (a) the day You return to work;
   (b) the day You notify the Policyholder that You are not returning to work;
   (c) the day Your coverage would otherwise end under the Policy; or
   (d) the day coverage has been continued for 12 weeks.

Important Notice

Contact the Policyholder for additional information regarding FMLA eligibility.

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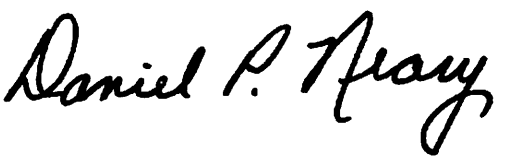

Chairman of the Board and Chief Executive Officer

RIDER

This rider is made a part of Group Policy GLTD-369G.

This rider is effective the later of October 1, 2006, or the day You become insured under the Policy.

The term "waiting period" wherever used in the policy is changed to read "elimination period".

UNITED OF OMAHA LIFE INSURANCE COMPANY

Daniel P. Neary

Chairman of the Board and Chief Executive Officer

LONG-TERM DISABILITY BENEFITS

Benefits

If, while insured under this provision, You become Totally Disabled or Partially Disabled due to Injury or Sickness, We will pay the Monthly Benefit shown in the Schedule. Benefits will begin after You satisfy the Elimination Period shown in the Schedule.

Pre-existing Conditions

We will not provide benefits for Total or Partial Disability:

(a) caused by, contributed to by, or resulting from a Pre-existing Condition; and

(b) which begins in the first 12 months after You are continuously insured under this Policy.

A **Pre-existing Condition** means any Injury or Sickness for which You received medical treatment, advice or consultation, care or services including diagnostic measures, or had drugs or medicines prescribed or taken in the 3 months prior to the day You become insured under this Policy.

Recurrent Disability

A Recurrent Disability will be treated as part of Your prior claim and You will not be required to satisfy another Elimination Period if:

(a) You were continuously insured under the Policy for the period between Your prior claim and Your Recurrent Disability; and

(b) Your Recurrent Disability occurs within six months of the end of Your prior claim.

In order to prevent over-insurance because of duplication of benefits, benefits payable under this Recurrent Disability provision will cease if benefits are payable to You under any other group disability income policy or plan.

Survivor Benefit

We will pay a survivor benefit to Your Eligible Survivor when We receive proof that You died:

(a) after being Totally and/or Partially Disabled; and

(b) while receiving or eligible to receive a Monthly Benefit under this Policy.

However, if there are no Eligible Survivors, the survivor benefit will be paid to Your estate.

Eligible Survivor means Your spouse, if living; otherwise, it means Your natural and/or adopted children who are living and under age 25. An Eligible Survivor must be living at the time of Your death.

The survivor benefit will be an amount equal to 3 times Your Monthly Benefit payable for the month immediately prior to Your death.

If a Survivor Benefit is payable to Your child and, if there is more than one such child, then the survivor benefit will be divided equally among such children.

If payment becomes due to Your child or children, the payment will be made to:

(a) Your child or children; or

(b) a person named by Us to receive payments on the child's or children's behalf. This payment will be valid and effective against all claims by the child or children or by others representing or claiming to represent said child or children.

When Benefits End

Benefits will be paid during a period of Total or Partial Disability until the earliest of:

(a) the day You are no longer Totally or Partially Disabled;

(b) the day You die;

(c) the end of the Maximum Benefit Period shown in the Schedule;

(d) the day You fail to provide Us satisfactory proof of continuous Total or Partial Disability and/or any Current Earnings during Partial Disability;

(e) the day You fail to comply with Our request to be examined by a Physician and/or vocational rehabilitation expert of Our choice;

(f) the day You are not under Regular Care for the Injury or Sickness that caused the Total or Partial Disability;

(g) the day You are able to return to work on a part-time or full-time basis and do not do so; or

(h) the day Monthly Benefits have been paid to You for a cumulative period of 12 months, when You are outside the United States or Canada on such day. If You are in the United States or Canada on such day, Monthly Benefits are payable to the end of the Maximum Benefit Period shown in the Schedule, subject to all other Policy provisions.

General Exclusions

We will not pay benefits for any Total or Partial Disability which is caused by, contributed to by, or resulting from:

(a) declared or undeclared war or any act of war or armed aggression;

(b) Your participation in a riot, insurrection or rebellion;

(c) Your commission of a felony for which You have been charged under state or federal law;

(d) an intentionally self-inflicted Injury or Sickness, whether You are sane or insane;

(e) attempted suicide, whether You are sane or insane;

(f) Alcohol and Drug Abuse and/or Substance Abuse, except as specifically provided in the Schedule; or

(g) Mental Disorders, except as specifically provided in the Schedule.

We also will not pay benefits for any Total or Partial Disability:

(a) with respect to Alcohol and Drug Abuse and/or Substance Abuse, while You are not being actively supervised by and receiving continuing treatment from a rehabilitation center or designated institution approved for such treatment by an appropriate body in the governing jurisdiction, or if none, by Us;

(b) while You are incarcerated or imprisoned for any period exceeding 60 days; or

(c) that is solely a result of a loss of a professional license, occupational license or certification.

VOCATIONAL REHABILITATION PROVISION

If You are disabled and are receiving disability benefits as provided by the policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to:

(a) job modification;

(b) job placement;

(c) retraining; and

(d) other activities reasonably necessary to help You return to work.

Eligibility for vocational rehabilitation services is based on Your education, training, experience and physical/mental capabilities. Before vocational rehabilitation services will be considered:

(a) Your disability must not allow You to perform Your regular occupation;

(b) You must not have the necessary skills to allow You to perform another occupation;

(c) You must have the physical and mental capability for successful completion of a rehabilitation program; and

(d) there must be reasonable expectation that rehabilitation services will help You return to active employment.

All vocational rehabilitation programs will be developed with input from You, Your physician, Your employer and Us and described on an Individual Written Rehabilitation Plan (IWRP), which states:

(a) the vocational rehabilitation goals;

(b) the responsibilities of Us, You and any third parties associated with the IWRP;

(c) the times and dates of the vocational rehabilitation services; and

(d) all costs associated with the services.

Either We, Your physician, or You may initiate consideration for Your participation in vocational rehabilitation. Failure to participate without good cause will result in reduction or termination of Disability benefits. Reduction of benefits will be based on Your income potential if You were employed after a vocational rehabilitation program.

Definitions

Good Cause means documented physical or mental impairments not identified in Your existing disability claim that:

(a) renders You incapable of rehabilitation;

(b) interferes with a medical program You are currently participating in; or

(c) conflicts with any other program You are participating in that will allow You to return to active employment.

We will make the final determination of any vocational rehabilitation services provided, eligibility for participation and any continued benefit payments.

The definition of Disability will not apply during the term of the vocational rehabilitation program but will be reapplied after such program ends.

AMENDMENT RIDER

This Rider is made a part of Group Policy GLTD-369G.

This Rider is effective the later of October 1, 2006, or the day You become insured under the Policy.

In the event of a conflict between this Rider and any other provision of the Policy, including the Certificate, this Rider shall control. This Rider shall be subject to all provisions of the Policy, including the Certificate, not in conflict with this Rider.

The following is added to the Long-Term Disability Benefits provision.

LIMITED BENEFITS FOR BACK OR NECK DISORDERS

If You are Disabled because of a Back or Neck Disorder, Your benefits will be limited to 24 months while You are insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24-month period. The Monthly Benefit will be paid during such confinement.

If You are Disabled when You are discharged, the Monthly Benefit will be paid for a recovery period of up to 90 additional days.

If You become reconfined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the second confinement.

In no event will benefits for a Back or Neck Disorder be payable beyond the maximum benefit period shown in the Schedule.

Back or Neck Disorder means any musculoskeletal and connective disorder of the back or neck including any disease or disorder of the cervical, thoracic and lumbosacral back and its surrounding soft tissue including sprains and strains of joints and adjacent muscles. It **does not** include:

(a) arthritis;

(b) ruptured intervertebral discs;

(c) scoliosis;

(d) spinal fractures;

(e) osteopathies;

(f) spinal tumors, malignancy, or vascular malformations;

(g) radiculopathies, documented by electromyogram;

(h) spondylolisthesis, grade II or higher;

(i) myelopathies and myelitis;

(j) demyelinating diseases; or

(k) traumatic spinal cord necrosis.

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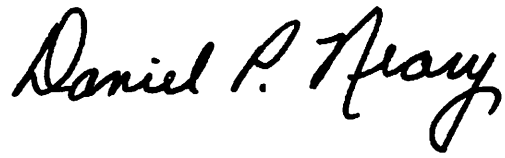


Chairman of the Board and Chief Executive Officer

AMENDMENT RIDER

This Rider is made a part of Group Policy GLTD-369G.

This Rider is effective the later of October 1, 2006, or the day You become insured under the Policy.

In the event of a conflict between this Rider and any other provision of the Policy, including the Certificate, this Rider shall control. This Rider shall be subject to all provisions of the Policy, including the Certificate, not in conflict with this Rider.

The following is added to the Long-Term Disability Benefits provision.

LIMITED BENEFITS FOR MENTAL DISORDERS, ALCOHOL OR DRUG ABUSE, CHRONIC FATIGUE SYNDROME, CARPAL TUNNEL SYNDROME AND ENVIRONMENTAL ALLERGIC ILLNESS.

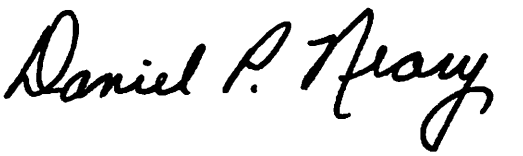
If You are Disabled because of mental disorders, alcohol or drug abuse, chronic fatigue syndrome, carpal tunnel syndrome or environmental allergic illness, Your benefit will be limited to 24 months while You are insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24-month period. The Monthly Benefit will be paid during such confinement.

If You are Disabled when You are discharged, the Monthly Benefit will be paid for a recovery period of up to 90 additional days.

If You become reconfined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the second confinement.

In no event will benefits for mental disorders, alcohol or drug abuse, chronic fatigue syndrome, carpal tunnel syndrome or environmental allergic illness be payable beyond the maximum benefit period.

UNITED OF OMAHA LIFE INSURANCE COMPANY



Chairman of the Board and Chief Executive Officer

PAYMENT OF CLAIMS

How To File Claims

It is important for You to notify Us of Your claim as soon as possible so that a claim decision can be made in a timely manner. Before Your claim can be considered, We must be given a written proof of loss, as described below. In the event of Your death or incapacity, Your beneficiary or someone else may give Us the proof.

Proof of Loss Requirements

1. First, request a claim form from the Plan Administrator or from Us.

   This request should be made:

   (a) within 20 days after a loss occurs; or

   (b) as soon as reasonably possible.

   When We receive the request, We will send a claim form for filing proof of loss. If You do not receive the form within 15 days of Your request, You can meet the proof of loss requirement by giving Us a written statement of what happened. Such statement should include:

   (a) that You are under the Regular Care of a Physician;

   (b) the appropriate documentation of Your job duties at Your regular occupation and Your Basic Monthly Earnings;

   (c) the date Your Disability began;

   (d) the cause of Your Disability;

   (e) any restrictions and limitations preventing You from performing Your regular occupation;

   (f) the name and address of any Hospital or institution where You received treatment, including attending Physicians.

2. Next, You and Your employer must complete and sign Your sections of the claim form, and then give the claim form to the Physician. Your Physician should fill out his or her section of the form, sign it, and send it directly to Us.

3. The claim form must be sent to Us within 90 days after the end of each period for which We are liable; or as soon as reasonably possible. If it is not possible to give Us proof within 90 days after each period for which We are liable, it must be given to us no later than one year after the time proof of loss is otherwise required, unless the claimant is not legally capable.

How Claims are Paid

Benefits will be paid monthly after We receive acceptable proof of loss.

Benefits will be paid to You, except benefits due but unpaid at Your death may be paid, at Our option, to:

(a) any member of Your family; or

(b) Your estate.

This provision does not apply to any Survivor Benefits payable under the Policy.

Examination

We sometimes require that a claimant be examined by a Physician or vocational rehabilitation expert of our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations.

Overpayments

We have the right to recover any overpayments due to:

(a) fraud;

(b) any error We make in processing a claim; and

(c) Your receipt of Other Income Benefits.

You must reimburse Us in full. We will determine the method by which the repayment is to be made.

We will not recover more money than the amount We paid You.

Authority to Interpret Policy

The Policyholder has delegated to Us the discretion to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy. Benefits under the Policy will be paid only if We decide, after exercising Our discretion, that the Insured Person is entitled to them. In making any decision, We may rely on the accuracy and completeness of any information furnished by the Policyholder, an Insured Person or any other third parties.

The Insured Person has the right to request a review of Our decision. If, after exercising the Policy's review procedures, the Insured Person's claim for benefits is denied or ignored, in whole or in part, the Insured Person may file suit and a court will review the Insured Person's eligibility or entitlement to benefits under the Policy.

DISABILITY CLAIM REVIEW PROCEDURES

DEFINITIONS

An "**Adverse Benefit Determination**" means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of Your eligibility to participate in a plan.

A document, record, or other information will be considered "**Relevant**" to a claim if it:

(a) was relied upon in making the claim decision;

(b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision;

(c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants; or

(d) constitutes a statement of policy or guidance with respect to the Policy concerning the denied benefit for the diagnosis, without regard to whether such advice or statement was relied upon in making the claim decision.

INITIAL CLAIM DECISION

Initial Claim Decision. We will make a claim decision regarding Your disability claim within 45 days after Our receipt of the claim.

Extensions. This 45 day period may be extended for up to 30 days, if We (1) determine that such an extension is necessary due to matters beyond Our control and (2) notify You, prior to the expiration of the initial 45 day period, of the circumstances requiring the extension and the date by which We expect to render a decision. If, prior to the end of the first 30 day extension period, We determine that, due to matters beyond Our control, a decision cannot be rendered within that extension period, the period for making the decision may be extended for up to an additional 30 days; provided that We notify You, prior to the expiration of the first 30 day extension period, of the circumstances requiring the extension and the date as of which We expect to render a decision.

Notice of Extension. Our notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a claim decision and the additional information needed to resolve those issues. You will have 45 days within which to provide the specified information.

Time Periods. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing. If a period of time is extended as described above due to Your failure to submit information necessary to decide a claim, the period for making the claim decision will be "tolled" or suspended from the date on which notice of the extension is sent to You until the earlier of: (1) the date on which We receive Your response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

NOTICE OF ADVERSE BENEFIT DETERMINATION

We will provide written or electronic notice of any Adverse Benefit Determination within 45 days after Our receipt of the claim, subject to the extensions described above. The notice will include:

(a) the specific reason(s) for the Adverse Benefit Determination;

(b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;

(c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information;

(d) a description of the Policy's appeal procedures, including the time limits for such procedures;

(e) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the Adverse Benefit Determination, a statement that it was relied upon in making the Adverse Benefit Determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to You upon request; and

(f) if the Adverse Benefit Determination was based on a medical necessity or experimental treatment or similar exclusion, a statement that it was relied upon in making the Adverse Benefit Determination and that an explanation of the scientific or clinical judgment for the determination will be provided free of charge to You upon request.

APPEALS OF ADVERSE BENEFIT DETERMINATIONS

You may appeal within 180 days following Your receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

(a) Your name;

(b) the name of the person filing the appeal if different from You;

(c) the Policy number; and

(d) the nature of the appeal.

You will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by You relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

Our review will not give deference to the initial Adverse Benefit Determination.

Our review will be conducted by an individual who is neither the individual who made the Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of such individual.

We will identify any medical or vocational experts whose advice was obtained in connection with an Adverse Benefit Determination, without regard to whether the advice was relied upon in making the benefit determination.

In deciding an appeal of any Adverse Benefit Determination that is based in whole or in part on a medical judgment, the individual conducting the appeal will consult with a health care professional:

(a) who has appropriate training and experience in the field of medicine involved in the medical judgment; and

(b) who is neither an individual who was consulted in connection with the Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of any such individual.

APPEAL DECISION

Notice of Appeal Decision. We will notify You of Our appeal decision within 45 days after receipt of Your timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide You with written or electronic notice of Our appeal decision.

Notice of an Adverse Benefit Determination will include:

(a) the specific reason(s) for the Adverse Benefit Determination;

(b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;

(c) a statement that You are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to Your claim;

(d) if an internal rule, guideline, protocol, or other similar criterion was used in making the Adverse Benefit Determination, a statement that it was used in making the Adverse Benefit Determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to You upon request; and

(e) if the Adverse Benefit Determination was based on a medical necessity or experimental treatment or similar exclusion, a statement that it was relied upon in making the Adverse Benefit Determination and that an explanation of the scientific or clinical judgment for the determination will be provided free of charge to You upon request.

Notice of Extension. If We determine that an extension is required, We will notify You in writing of the extension prior to the termination of the initial 45 day period. In no event will the extension exceed 45 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

Time Periods. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to Your failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent to You until the earlier of (1) the date on which We receive Your response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

STANDARD PROVISIONS

Insurance Contract

The insurance contract consists of:

(a) the Policy;

(b) the Policyholder's application attached to the Policy; and

(c) Your application, if required.

Changes in the Insurance Contract

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

(a) does not require Your or Your beneficiary's consent; and

(b) must be:
  (1) in writing;
  (2) made a part of the Policy; and
  (3) signed by one of Our officers.

A change may affect any class of Insured Persons, including retirees if retired coverage is included in the Policy.

Applications

We may use misstatements or omissions in Your application to contest the validity of insurance, reduce coverage or deny a claim, but We must first furnish You or Your beneficiary with a copy of that application. We will not use Your application to contest or reduce insurance which has been in force for two years or more during Your lifetime. However, if You are not eligible for insurance, there is no time limit on Our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

Legal Actions

No legal action can be brought until at least 60 days after We have been given written proof of loss. No legal action can be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.

LONG-TERM DISABILITY DEFINITIONS

Terms defined in this provision are used in, or apply to, other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

Appropriate Care and Treatment means medical care and treatment that meet all of the following:

(a) It is received from a Physician whose expertise, medical training and clinical experience are suitable for treating Your Injury or Sickness;

(b) It is Medically Necessary;

(c) It is consistent in type, frequency and duration of treatment with relevant guidelines based on national medical research or published by health care organizations and government agencies;

(d) It is consistent with the diagnosis of Your condition; and

(e) Its purpose is to improve Your medical condition and thereby aid in Your ability to return to work.

Current Earnings means any actual pre-tax monthly income You receive while You are working and eligible to receive a Monthly Benefit, or the pre-tax earnings You could receive if You were working at Your Maximum Capacity. If Your current earnings fluctuate, We reserve the option to average Your current earnings over the most recent three-month period and continue Your claim provided the average does not exceed the percentage of Indexed Pre-Disability Earnings allowed by the Policy. A Monthly Benefit will not be payable for any month during which Your current earnings exceed that percentage.

Deferred Compensation means contributions You make through a salary reduction agreement with Your employer to a plan or arrangement under Internal Revenue Code (IRC) §:

(a) 401(k);

(b) 403(b);

(c) 408(k);

(d) 457 Deferred Compensation arrangement; or

(e) any other deferred compensation agreement or arrangement defined under the Internal Revenue Code.

Elimination Period means the number of days of Total and/or Partial Disability which must be satisfied before You are eligible to receive benefits. The elimination period is shown in the Schedule. The elimination period begins on the first day of Total or Partial Disability. If You are not continuously disabled, the elimination period must be satisfied within a period of time which does not exceed two times the length of the elimination period; otherwise, a new elimination period will apply.

Gainful Occupation, during Total Disability, means an occupation for which You are reasonably fitted by training, education or experience.

Gainful occupation, during Partial Disability, means an occupation which:

(a) You are reasonably fitted for by training, education or experience; and

(b) provides or can be expected to provide You with Current Earnings at least equal to 85% of Basic Monthly Earnings within 12 months of Your return to work.

Gross Monthly Benefit means Your Monthly Benefit amount before any reduction for Other Income Benefits and Current Earnings.

Hospital means an accredited facility licensed by the proper authority of the area in which it is located to provide care and treatment for the condition causing Your Total or Partial Disability. A hospital does not include a facility or institution or part of a facility or institution which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house or board and care facilities.

Injury means an accidental bodily injury which is the direct result of a sudden, unexpected and unintended external force or element, such as a blow or fall, that requires treatment by a Physician. It must be independent of Sickness or any other cause, including, but not limited to, complications from medical care. Total or Partial Disability due to such injury must begin while You are insured under the Policy. Injury does not include elective or cosmetic surgery or procedures, or complications resulting therefrom.

Material Duties means the essential tasks, functions, and operations relating to an occupation that cannot be reasonably omitted or modified. In no event will We consider working an average of more than 40 hours per week in itself to be a part of material duties. One of the material duties of Your Regular Occupation is the ability to work for an employer on a full-time basis.

Maximum Capacity means, based on Your medical restrictions and limitations:

(a) during the first 24 months of Partial Disability payments, the greatest extent of work You are able to do in Your Regular Occupation; and

(b) after 24 months of Partial Disability payments, the greatest extent of work You are able to do in any occupation that is reasonably available and for which You are reasonably fitted by education training or experience.

Medically Necessary means care that is ordered, prescribed or rendered by a Physician or Hospital and is determined by Us, or a qualified party or entity selected by Us, to be:

(a) provided for the diagnosis or direct treatment of Your Injury or Sickness;

(b) appropriate and consistent with the symptoms and findings or diagnosis and treatment of Your Injury or Sickness; and

(c) provided in accordance with generally accepted professional standards and/or medical practice.

Mental Disorder/Alcohol and Drug Abuse and/or Substance Abuse means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases as a mental disorder.

The Policy may include limited benefits for any one or more of the conditions or diseases included in this definition. If it does, only those limited benefits relating to those conditions or diseases will be available.

Partial Disability and Partially Disabled means that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which You, while unable to perform all of the Material Duties of Your Regular Occupation on a full-time basis, are:

(a) able to perform at least one of the Material Duties of Your Regular Occupation on a part-time or full-time basis; and

(b) unable to generate Current Earnings which exceed 99% of Your Basic Monthly Earnings due to that same Injury or Sickness.

After a Monthly Benefit has been paid for 2 years, partial disability and partially disabled mean You are able to perform at least one of the Material Duties of any Gainful Occupation on a part-time or full-time basis.

Partial disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with Your employer.

Physician means any of the following licensed practitioners:

(a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);

(b) a licensed doctoral clinical psychologist; or

(c) where required by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include You, a person who lives with You or is a part of Your family (Your spouse; or a child, brother, sister or parent of You or Your spouse).

Policyholder's Retirement Plan means any retirement plan:

(a) which is part of any federal, state, county, municipal or association retirement system; and

(b) for which You are eligible as a result of employment with the Policyholder.

Recurrent Disability means a Total or Partial Disability which is related to or due to the same cause(s) of a prior disability for which You received a Monthly Benefit under this Policy.

Regular Care means:

(a) You visit a Physician as frequently as is medically required, according to standard medical practice, to effectively manage and treat Your disabling condition; and

(b) You receive Appropriate Care and Treatment.

Regular Occupation means the occupation You are routinely performing when Your Total or Partial Disability begins. Your regular occupation is not limited to the specific position You held with the Policyholder, but will instead be considered to be a similar position or activity based on job descriptions included in the most current edition of the U.S. Department of Labor Dictionary of Occupational Titles (DOT). We have the right to substitute or replace the DOT with a service or other information that We determine of comparable purpose, with or without notice. To determine Your regular occupation, We will look at Your occupation as it is normally performed in the national economy, instead of how work tasks are performed for a specific employer, at a specific location, or in a specific area or region.

Retirement Benefit means money which:

(a) is payable under a Retirement Plan either in a lump sum or in the form of periodic payments;

(b) does not represent contributions made by You; and

(c) is payable upon the later of:
   (1) early or normal retirement as defined in the Policyholder's Retirement Plan or under the U.S. Social Security Act; or
   (2) Total or Partial Disability, if the payment does not reduce the amount of money which would have been paid at the normal retirement age under the plan if the Total or Partial Disability had not occurred.

NOTE: Regardless of how the retirement funds from the Retirement Plan are distributed, We will consider Your contributions and Your employer's contributions to be distributed simultaneously during Your lifetime.

Retirement Plan means a plan which provides Your Retirement Benefits and which is not funded wholly by Your contributions. The term shall not include a profit-sharing plan or a plan such as a 401(k), a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a non-qualified plan of Deferred Compensation.

Rider means a provision added to the Policy or Your Certificate to expand or limit benefits or coverage.

Sickness means a disease, disorder or condition, including pregnancy, for which you are under the care of a Physician. Total or Partial Disability must begin while you are insured under the Policy. Sickness does not include elective or cosmetic surgery or procedures, or complications resulting therefrom.

Total Disability and Totally Disabled means that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which You are prevented from performing all of the Material Duties of Your Regular Occupation on a full-time basis.

After a Monthly Benefit has been paid for 2 years, total disability and totally disabled mean You are unable to perform all of the Material Duties of any Gainful Occupation.

Total disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with Your employer.

We, Our, Us means the Insurance Company shown on Your Certificate of Insurance.

You, Your and Insured Person means an insured employee or member.

Group Policy Number GLTD-369G

Publication Date: October 11, 2012

GROUP LONG-TERM DISABILITY INSURANCE SUMMARY OF COVERAGE

Town of Surfside
GLTD-369G
Revised: October 1, 2012
All eligible active employees

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Elimination Period	The Elimination Period is the later of: • 180 calendar days; or • the date Your short-term Disability benefits end. For accumulating days of Total and/or Partial Disability to satisfy the Elimination Period, the following will apply: • a period of Disability will be treated as continuous during the Elimination Period unless Total or Partial Disability stops for more than 180 accumulated days during the Elimination Period; and • days You are not Totally or Partially Disabled will not be used to satisfy the Elimination Period.
Monthly Benefit	If You are Totally Disabled, the Monthly Benefit is the lesser of: • 60% of Your Basic Monthly Earnings, less Other Income Benefits; or • the Maximum Monthly Benefit. The Maximum Monthly Benefit is $5,000, less any Other Income Benefits. You may work for wage or profit while Partially Disabled. As a work incentive, You will receive the Monthly Benefit, unless the sum of: • the Gross Monthly Benefit while You are Partially Disabled; plus • Current Earnings; exceeds 100% of Your Basic Monthly Earnings. If this sum exceeds 100% of Your Basic Monthly Earnings, the Monthly Benefit will be reduced by that excess amount.

Minimum Monthly Benefit	Your Monthly Benefit will never be less than $50.	
Maximum Benefit Period	If You are Totally or Partially Disabled because of an Injury or Sickness, We will pay benefits as follows. However, benefits for disabilities resulting from a Mental Disorder or Alcohol or Drug Abuse and/or Substance Abuse will be paid in accordance with any Mental Disorder Limitation or Alcohol and Drug Abuse and/or Substance Abuse Limitation.	
	Age at Disability	**Maximum Benefit Period**
	61 or less	to age 65 or to Your Social Security Normal Retirement Age, or 3 years and 6 months, whichever is longer
	62	to Your Social Security Normal Retirement Age or 3 years and 6 months, whichever is longer
	63	to Your Social Security Normal Retirement Age or 3 years, whichever is longer
	64	to Your Social Security Normal Retirement Age or 2 years and 6 months, whichever is longer
	65	2 years
	66	1 year and 9 months
	67	1 year and 6 months
	68	1 year and 3 months
	69 or older	1 year
EMPLOYEE ELIGIBILITY		
Minimum Work Hours Required	32 hours per week	
Eligibility Waiting Period	30 days	
Confinement Rule	If an eligible Employee is confined due to an Injury or Sickness or not available for work because of an Injury or Sickness, insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Employment.	
When Insurance Begins	An Employee will become insured on the first day of the Policy month which coincides with or follows the day the Employee becomes eligible, provided the Employee is Actively Working on that day.	
When Your Classification or the Amount of Insurance Changes	Any change in Your classification, coverage or amount of Your insurance will take effect on the day of the change, provided You are Actively Working on that day. If You are not Actively Working on the day of the change, the following conditions will apply: • If the change involves an increase in the amount of insurance, the change will not take effect until the day You return to Active Work. • If the change involves a decrease in the amount of insurance, the change will take effect on the day of the change. In no event will any change take effect during a period of Total or Partial Disability.	

When Your Insurance Ends	Your insurance will end at midnight at the main office of the Policyholder on the earliest of: • the day the Policy ends; • the day any premium contribution for Your insurance is due and unpaid; • the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less); or • the day You are no longer eligible. You will no longer be eligible when the earliest of the following occurs: • You are not in an eligible classification described in the Schedule; • Your employment with the Policyholder ends; • You are not Actively Employed; or • You do not satisfy any other eligibility condition described in the Policy.
DEFINITIONS	
Definition of Disability	Partial Disability and Partially Disabled means that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which You, while unable to perform all of the Material Duties of Your Regular Occupation on a full-time basis, are: • able to perform at least one of the Material Duties of Your Regular Occupation on a part-time or full-time basis; and • unable to generate Current Earnings which exceed 99% of Your Basic Monthly Earnings due to that same Injury or Sickness. Partial disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with Your employer. Total Disability and Totally Disabled means that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which You are prevented from performing all of the Material Duties of Your Regular Occupation on a full-time basis. Total or Partial Disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with Your employer.
Definition of Monthly Earnings	Basic Monthly Earnings means Your gross income received from the Policyholder and verified by premium We have received for the month immediately prior to the month in which Your Total or Partial Disability began. It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder.
FEATURES	
Continuation of Insurance During Total Disability	If You become Totally Disabled, Your insurance will continue without payment of premium for as long as You are entitled to receive Monthly Benefits, provided the premium is paid during the Elimination Period.

Vocational Rehabilitation	If You are Disabled and are receiving Disability benefits as provided by the Policy, You may be eligible to receive vocational rehabilitation services. These services include, but are not limited to: • job modification; • job placement; • retraining; and • other activities reasonably necessary to help You return to work.
Limited Benefits For: • **Back Or Neck Disorders;** • **Mental Disorders;** • **Alcohol Or Drug Abuse;** • **Chronic Fatigue Syndrome;** • **Carpal Tunnel Syndrome; and** • **Environmental Allergic Illness**	If You are Disabled because of a Back or Neck Disorder, mental disorders, alcohol or drug abuse, chronic fatigue syndrome, carpal tunnel syndrome, or environmental allergic illness, Your benefits will be limited to 24 months while You are insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24-month period. The Monthly Benefit will be paid during the confinement. If You are Disabled when You are discharged, the Monthly Benefit will be paid for a recovery period of up to 90 additional days. If You become reconfined as a resident inpatient in a Hospital during the recovery period for at least 14 consecutive days, benefits will be paid for the duration of the second confinement.
Survivor Benefit	We will pay a survivor benefit to Your Eligible Survivor when We receive proof that You died: • after being Totally and/or Partially Disabled; and • while receiving, or eligible to receive, a Monthly Benefit under the Policy. The survivor benefit will be an amount equal to 3 times Your Monthly Benefit payable for the month immediately prior to Your death.
EXCLUSIONS	
Mental Disorder Limitation	If You are Totally or Partially Disabled because of a Mental Disorder, Your benefits will be limited to a total of 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24-month period. The Monthly Benefit will continue to be paid during such confinement.
Alcohol and Drug Abuse and/or Substance Abuse Limitation	If You are Totally or Partially Disabled because of Alcohol and Drug Abuse and/or Substance Abuse, Your benefits will be limited to a total of 24 months while insured under the Policy, unless You are confined as a resident inpatient in a Hospital at the end of that 24-month period. The Monthly Benefit will continue to be paid during such confinement.

General Exclusions	We will not pay benefits for any Total or Partial Disability which is caused by, contributed to by, or resulting from: • declared or undeclared war or any act of war or armed aggression; • Your participation in a riot, insurrection or rebellion; • Your commission of a felony for which You have been charged under state or federal law; • an intentionally self-inflicted Injury or Sickness, whether You are sane or insane; • attempted suicide, whether You are sane or insane; • Alcohol and Drug Abuse and/or Substance Abuse, except as specifically provided in the Schedule; or • Mental Disorders, except as specifically provided in the Schedule. We also will not pay benefits for any Total or Partial Disability: • with respect to Alcohol and Drug Abuse and/or Substance Abuse, while You are not being actively supervised by and receiving continuing treatment from a rehabilitation center or designated institution approved for such treatment by an appropriate body in the governing jurisdiction, or if none, by Us; • while You are incarcerated or imprisoned for any period exceeding 60 days; or • that is solely a result of a loss of a professional license, occupational license or certification.
Pre-Existing Conditions	We will not provide benefits for Total or Partial Disability: • caused by, contributed to by, or resulting from a Pre-existing Condition; and • which begins in the first 12 months after You are continuously insured under the Policy. A Pre-existing Condition means any Injury or Sickness for which You received medical treatment, advice or consultation, care or services including diagnostic measures, or had drugs or medicines prescribed or taken in the 3 months prior to the day You become insured under the Policy.

Publication Date: October 11, 2012

Town of Surfside
Commission Communication

Agenda Item # 5C

Agenda Date: November 13, 2012

Subject: Expenditure of Forfeiture Funds

Objective: To utilize forfeiture funds to support crime prevention initiatives, community-based programs, and police equipment.

Background: Forfeiture funds may be used for law enforcement purposes only including supporting community policing activities, law enforcement training, law enforcement operations, law enforcement equipment, crime awareness programs, and community-based initiatives.

Analysis:

1. The Police Department conducts crime prevention initiatives, programs, and training and distributes crime prevention material for children, residents and businesses throughout the year. The training and programs include the Citizens Police Academy, monthly crime prevention workshops, school career days, Teen Summer Police Camp, Seniors in Surfside program, Holiday Toy Drive, Reserve Police Officers Program, residential and commercial security surveys, Community Emergency Response Team, victim awareness seminars, Citizens Patrol, Bike with the Chief, Crime Prevention Expo, Eye on Surfside neighborhood watch signage, crime mapping and alerting system, and other courses. The projected cost is $14,210.

2. The Police Department sponsors several community-based events during the fiscal year including a summer camp scholarship, PAL Parade and Beach Party, Police Halloween Safety Night, Police Officers Assistance Trust, and Drug Awareness and Family Fun Day. The projected cost is $9000.

3. The mobile laptop program allows officers to electronically complete their reports and conduct criminal and driver license checks on the road. The project includes the cost for the lease of the laptops, the software, and the air cards at $27,000.

4. The Police Department expenses for overtime and related personnel expenses to support these initiatives, programs and training is projected at $12,280.

Budget Impact:

The total expenditure from forfeiture funds is $62,490.

1. $14,210 for crime prevention events, programs, training, and materials
2. $9,000 for promotional activities for community-based initiatives
3. $27,000 for mobile laptop program lease and air card
4. $12,280 for overtime costs and personnel expenses to support the programs and initiatives.

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve the resolution to utilize $62,490 from forfeiture funds to support crime prevention initiatives and materials, community-based programs and events, and the mobile laptop project and other special equipment.

David Allen
Chief of Police

Roger M. Carlton
Town Manager

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2012/2013 POLICE FORFEITURE FUND EXPENDITURE IN THE AMOUNT OF SIXTY-TWO THOUSAND FOUR HUNDRED NINETY DOLLARS ($62,490) TO BE FUNDED BY PROCEEDS OF CONFISCATED FUNDS.

WHEREAS, Section 881(e)(3) of Title 21,United States Code and Florida Statute Section 932.7055, defines the purposes and procedures to be utilized for the appropriation and expenditure of Police Confiscation Fund; and

WHEREAS, the Chief of Police of the Town of Surfside has determined that such needs exist and is in compliance with Section 881(e) (3) of Title 21, United States Code and Florida Statute Section 932.7055 including but not limited to: training and educational programs, crime prevention initiatives, mobile laptop programs, summer police camp, PAL programs, and expenses related to the support of these programs; and

WHEREAS, such funds are available in the Police Confiscation Fund- State of Florida and Federal Asset Forfeiture Programs.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Confiscation Fund Expenditures**. Based on the attached Certificate of the Police Chief, the Town Commission hereby approves the fiscal year Police Confiscation Fund expenditures for the Town of Surfside, a true and correct listing of which is set forth in Attachment "A."

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

PASSED and ADOPTED this _____ day of November, 2012.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Joseph Graubart ____
Commissioner Michelle Kligman ____
Commissioner Marta Olchyk ____
Vice Mayor Michael Karukin ____

Mayor Daniel Dietch

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:

Lynn M. Dannheisser
Town Attorney

CERTIFICATE OF CHIEF OF POLICE

I, DAVID E. ALLEN, Chief of Police of the Town of Surfside, do hereby certify the expenditures identified in the Commission Communication dated November 13, 2012 attached hereto as Attachment "A" from the Town of Surfside Confiscation Fund, for the 2012/2013 Fiscal Year budget complies with provisions Section 881(e)(3) of Title 21,United States Code and Florida Statute Section 932.7055.

Dated:_____

_____
David E. Allen
Chief of Police

Commission Communication

Agenda #: 5D

Date: November 13, 2012

Subject: Fraternal Order of Police Local 135 Collective Bargaining Agreement – Year 3 Wage Re-opener

Background: The Fraternal Order of Police Local 135 (FOP) has represented the Town of Surfside bargaining unit members for more than 10 years. The Town and the FOP are parties to a collective bargaining agreement for the Town's police officers, sergeants and dispatchers (28 covered employees in total) for the period October 1, 2010 through September 30, 2013. The process which governs Collective Bargaining is established under Florida Statute 447 (Public Employees Relations Act).

Article 19 "Wages" of the current agreement with the FOP approved by the Town Commission on November 9, 2010 contains a re-opener provision (Section 19.5) that allows either party to re-open the article to negotiate wages after April 1 of the second and/or third year of the agreement for possible implementation beginning October 1, 2011 and October 1, 2012 respectively. The FOP requested to re-open the wage article for the second year and that matter was settled and approved by the Town Commission on April 10, 2012 with the most significant factor being implementation of a performance based pay system for the sergeants. The FOP also requested to negotiate the third year re-opener and that matter has been settled as well.

The Town entered into negotiations with the FOP on May 25, 2012 for the third year reopener. The Town's bargaining team included: Town Manager, Roger M. Carlton, Chief David Allen and Human Resources Director Yamileth Slate-McCloud. The FOP's bargaining team included: Officer Tammy Campbell, Officer Dianna Hernandez, Officer Antonio Mesa and FOP Staff Representative John Puleo. Three bargaining sessions were held. In addition, staff held one (1) Executive Session with the Town Commission. The underlying principle of the re-opener negotiations from the Town's view point was that any salary increase be tied to performance evaluations for classifications covered by the collective bargaining agreement, (sergeants were already tied to performance) and not be granted automatically based on time served.

During the re-opener negotiations on wages, the parties reached agreement on continuing with the current step pay plans **subject to satisfactory performance of all members** (adding police officers and dispatchers).

The pay plan to be used during the third year was previously settled in the original collective bargaining agreement dated November 9, 2010 and has not been amended by the re-opener:

- Provide police officers with steps 7 and 8 in their pay plan which will provide the Town's police officers with two additional 3% pay increases before they "top out" in their pay plan,
- A step 6 for dispatchers,
- A three step pay plan for the police sergeants.

The above elements of the negotiation were reviewed by the Town Commission in executive sessions over the past two years.

We are pleased to report that the members of the FOP have voted and support:

- Maintaining the current pay plan;
- All salary step increases will be tied to performance for all covered classifications; and
- To utilize the appeal process currently in place for sergeants for all appeals related to step increase denials for the officers and dispatchers.

The amended Article 19 (Attached as Exhibit 1) includes the actual settlement language and the amended pay plan (Attached as Exhibit 2) reflects the pay rates that were previously negotiated subject to satisfactory performance.

Budget Impact: The approved FY 12/13 Budget provides sufficient funds ($38,505) to cover the cost of the adjustments for the FOP members retroactive to October 1, 2012.

Analysis: As the proposed settlement is considered by the Town Commission, the achievement of pay for performance in collective bargaining in the police environment for all the members should not be underestimated. This settlement of the re-opener is at the forefront of collective bargaining statewide. It is reflective of the excellence of our Police Department including the leadership and team members. The settlement is also reflective of the commitment of the Administration and the Town Commission to provide best value service to our citizens. We also need to thank the members of the FOP collective bargaining team, Chief David Allen and Town Human Resources Director Yamileth Slate-McCloud for their dedication to getting this achievement done.

Recommendation: It is recommended that the Town Commission approve the Year 3 Wage Re-opener settlement with the Fraternal Order of Police Local 135.

Roger M. Carlton
Town Manager

David Allen
Chief of Police

Yamileth Slate-McCloud
Human Resources Director

Fraternal Order of Police
FLORIDA STATE LODGE
Florida Labor Council Committee

November 2, 2012

Sent Via U.S. Mail
&
EMAIL

RECEIVED
NOV 05 2012

Town of Surfside
Roger Carlton, Town Manager
9293 Harding Avenue
Surfside, FL 33154

Reference: 2012-2013 Contract Article 19 (Wages) Proposal Ratification

Dear Mr. Carlton,

I am please to advise you that the Bargaining Unit for Police Officers, Sergeants, and Dispatchers have ratified the Town's 2012-2013 Contract Article 19 (Wages) Proposal. If you have any questions, or concerns, Please do not hesitate to call me.

Sincerely,

John Puleo, FOP Staff Representative

21124 White Oak Avenue, Boca Raton, Florida 33428
Office Phone: (561) 883-3552 - Cell Phone: (954) 444-4483
Fax: (561) 883-3538
Email: JohnFOP@ AOL.COM

RESOLUTION NO. ____

RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA APPROVING AND RATIFYING THE FRATERNAL ORDER OF POLICE COLLECTIVE BARGAINING AGREEMENT – YEAR 3 WAGE RE-OPENER FOR THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE DATED OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2013 ATTACHED AS EXHIBIT "1"; DIRECTING THE TOWN MANAGER TO EXECUTE THE FRATERNAL ORDER OF POLICE COLLECTIVE BARGAINING AGREEMENT- YEAR 3 WAGE RE-OPENER AGREEMENT ON BEHALF OF THE TOWN; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS OF THE FRATERNAL ORDER OF POLICE COLLECTIVE BARGAINING AGREEMENT – YEAR 3 WAGE RE-OPENER AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town and FOP bargaining teams have been actively engaged in negotiating the third year re-opener clause of the Fraternal Order of Police Collective Bargaining Agreement (the "Agreement") between the Town and the Florida State Lodge Fraternal Order of Police ("FOP") Local 135 dated October 1, 2010 through September 30, 2013; and

WHEREAS, the membership of the FOP has now ratified the Agreement; and

WHEREAS, the Town Commission has now reviewed and desires to approve and ratify the Agreement as it establishes an orderly and efficient procedure to compensate FOP members concerning rates of pay, wages, and performance evaluations and appeals and is therefore determined to be in the best interest of the Town; and

WHEREAS, the implementation date for the agreement should be October 1, 2012.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Approval and Ratification of Fraternal Order of Police Agreement. The Town Commission hereby approves and ratifies and authorizes the Town Manager on behalf of the Town of Surfside, Florida to execute the Amended Agreement between the Town and the FOP. Article 19 WAGES which is the only portion of the Agreement being amended is attached as Exhibit "1".

Section 3. **Town Manager.** The Town Manager is hereby directed to execute the Agreement on behalf of the Town and to take all actions necessary to implement the Agreement.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED and **ADOPTED** on this __ day of _____, 2012.

Motion by Commissioner _____, Second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Michelle Kligman ____
Commissioner Joe Graubart ____
Commissioner Marta Olchyk ____
Vice Mayor Michael Karukin ____
Mayor Daniel Dietch ____

_____
Daniel Dietch, Mayor

ATTEST:

_____
Sandra Novoa, CMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:

_____
Lynn M. Dannheisser, Town Attorney

ARTICLE 19.

WAGES

19.1 Effective October 1, 2010, there shall be no cost of living increase for police officers, sergeants and police dispatchers.

19.2 Effective October 1, 2010, police officers and police dispatchers shall be paid in accordance with the pay plans attached as Addendum B to this Agreement. Police officers and police dispatchers whose salaries on September 30, 2010 are higher than what the new pay plans provide for their same step, shall remain at their current pay.

19.3 Effective October 1, 2010, police officers and police dispatchers who are not topped out, will continue to advance in the~~ir respective~~ pay plans attached as Addendum B on their respective anniversary date. However, their salaries will not be adjusted to reflect the step advancement and they will continue to be paid as if they had not advanced in the pay plans. ~~If the Town Commission approves a salary step dollar increase subsequent to the April 1, 2011 re-opener, that dollar increase will become effective on October 1, 2011, thru the completion of the period until the next salary step.~~

19.4 ~~The starting salary for a police officer promoted to the rank of sergeant shall be ten percent (10%) more than the promoted police officer's base salary prior to being promoted.~~

~~19.4~~ Effective October 1, 2011, ~~,~~ police dispatchers and police officers shall be paid as follows:

19.4.1 The base salaries of -the police officers and police dispatchers as of the ratification date of this Article shall be adjusted to reflect the step advancements in the pay plans referred to in Section 19.3. Such salary adjustments shall be applied retroactively to October 1, 2011.

19.4.2 All police officers and police dispatchers as of the ratification date of this Article that were not eligible for a step advancement from October 1, 2010 through September 30, 2011 because they were topped out in the pay plans attached as Addendum B to this Agreement, shall receive a non-pensionable lump sum payment equal to 2.5% of their base salary that is unrelated to services rendered. Such payment shall be made to the police officers and police dispatchers within 20 calendar days from the date that this Article was fully ratified.

19.5 Step Pay Plans Modifications Effective October 1, 2012~~1~~:

19.5.1 Effective October 1, 2011~~1~~2, police dispatchers and police officers on their anniversary dates shall advance and be paid in accordance with the new step pay plans attached as Addendum D~~C~~ to this Agreement. Police dispatchers and police officers who advanced in step between October 1, 2011~~1~~2 and the date that this Article was ratified shall have their salary adjusted retroactively to their anniversary date. Police officers and police dispatchers whose salaries on the date of the ratification of this Article are higher than what the new pay plans provide for their same step, shall remain at their current pay. Police officers and police dispatchers who are eligible to

advance in the step pay plan on their anniversary dates must receive a score of satisfactory or greater on his/her performance evaluation.

19.5.2 The annual performance evaluation shall be completed no later than two (2) weeks after the police dispatcher and police officer's anniversary date. Any advancement in the step pay plan will be applied retroactively to the anniversary date.

19.5.3 A police dispatcher and/or police officer who did not advance because he/she failed to receive a score of satisfactory or above on his/her annual performance evaluation may appeal his/her performance evaluation score. Such appeal must be filed in writing with the Police Chief within seven (7) calendar days of the receipt of the performance evaluation and state the specific reasons why he/she believes that his/her performance evaluation score is without basis. The Police Chief will meet with the police dispatcher / police officer within seven (7) calendar days of receiving the appeal to review and analyze the unsatisfactory performance evaluation. During that meeting, the Police Chief will either accept or deny the appeal. If the appeal is accepted, the Town shall retroactively restore the step advancement. The Police Chief shall attach to the evaluation in question a written note indicating that the appeal was granted. Other than attaching the note to the performance evaluation in question, the performance evaluation will not be modified in any way. If the appeal is denied, the police dispatcher / police officer will be re-evaluated within 90 calendar days of the date of the denial. If the police dispatcher / police officer receive a score of satisfactory or greater on the re-

evaluation, the Town shall provide the police dispatcher/ police officer with the step advancement retroactive to his/her anniversary date. The re-evaluation shall be attached to the performance evaluation in question.

19.5.~~2~~4 Effective October 1, 2012~~1~~, sergeants shall advance in accordance with the new step plan attached as Addendum ~~C~~ D to this Agreement. ~~The current sergeants shall be slotted into the new step pay plan as follows:~~

~~Sergeant Rory Alberto – Step 1~~
~~Sergeant Patrick McKenna – Step 1~~
~~Sergeant Jose Pacheco, Jr. – Step 2~~
~~Sergeant Julio Torres – Starting Step~~
~~Sergeant Jose Valino – Step 2~~
~~Sergeant Richard Williams – Step 2~~

The sergeants will have their salary adjusted in accordance with the step that they are slotted in and applied retroactively to October 1, 201~~1~~2~~1~~.

19.5.~~3~~5 Sergeants shall be eligible to advance in the new step pay plan on their 2nd, 4th and 6th anniversary dates from the dates of their promotions. A sergeant who is eligible to advance in the step pay plan (i.e., he/she is not topped out in the step pay plan and it is his/her 2nd, 4th or 6th anniversary date from the date of his/her promotion) must receive a score of satisfactory or greater on his/her annual performance evaluation for the year that he/she is eligible to advance in the step pay plan.

19.5.46 The annual performance evaluation shall be completed no later than two (2) weeks after the sergeant's anniversary date. Any advancement in the step pay plan will be applied retroactively to the sergeant's anniversary date.

19.5..57 A sergeant who did not advance because he/she failed to receive a score of satisfactory or above on his/her annual performance evaluation may appeal his/her performance evaluation score. Such appeal must be filed in writing with the Police Chief within seven (7) calendar days of the sergeant's receipt of the performance evaluation and state the specific reasons why the sergeant believes that his/her performance evaluation score is without basis. The Police Chief will meet with the sergeant within seven (7) calendar days of receiving the appeal to review and analyze the unsatisfactory performance evaluation. During that meeting, the Police Chief will either accept or deny the appeal. If the appeal is accepted, the Town shall retroactively restore the sergeant's step advancement. The Police Chief shall attach to the evaluation in question a written note indicating that the appeal was granted. Other than attaching the note to the performance evaluation in question, the performance evaluation will not be modified in any way. If the appeal is denied, the sergeant will be re-evaluated within 90 calendar days of the date of the denial. If the sergeant receives a score of satisfactory or greater on the re-evaluation, the Town shall provide the sergeant with the step advancement retroactive to his/her anniversary date. The re-evaluation shall be attached to the performance evaluation in question.

19.5.~~6~~8 ——If the police dispatcher, police officer and/or sergeant does not receive a score of satisfactory or greater on the re-evaluation, they ~~sergeant~~ may appeal in writing to the Town Manager within seven (7) calendar days of the date of the receipt of the re-evaluation. The written appeal must state the specific reasons why the police dispatcher, police officer and/or sergeant ~~believes~~believe that his/her performance evaluation score is without any basis. The Town Manager shall meet with the ~~sergeant~~police dispatcher, police officer and/or sergeant within seven (7) calendar days of receipt of the appeal to discuss the appeal and shall render a decision within fifteen (15) calendar days of the receipt of the appeal. If the appeal is granted, the Town shall provide the police dispatcher, police officer and/or sergeant with the step advancement retroactive to ~~the~~ his/her ~~sergeant's~~ anniversary date. A copy of the Town Manager's decision shall be attached to the evaluation in question.

19.5.~~7~~9 ——If the appeal is denied by the Town Manager, the police dispatcher, police officer and/or sergeant may appeal that decision to a hearing officer. Such appeal must be filed in writing with the Town Manager within seven (7) calendar days of the Town Manager's decision. The hearing officer shall conduct a hearing in accordance with the procedures set forth in paragraph 19.5.8 within fifteen (15) calendar days of the Town's receipt of the ~~sergeant's~~ written appeal. The parties agree to use Martin Soll, Jerome LaPenna, Tom Humphries, Mark Laurie or Jerome Wolfson as the hearing officers. If one is not available

within the time frames required herein, the parties shall use the next one so listed. The hearing officer's fee shall be a flat rate of $500.00 per hearing, with each party paying half of that fee. The hearing officer will not be paid for travel time and will not be reimbursed for travel and lodging expenses.

19.5.~~8~~10 ——The hearing procedures shall be as follows:

a) The hearing shall be completed within 1 day. No transcript of the proceedings will be made and the filing of post-hearing briefs will not be allowed.
b) The issue to be decided by the hearing officer shall be "whether the police dispatcher, police officer and/or sergeant's performance evaluation dated _____ _____is without basis?"
c) Each party may be represented by a representative of their choice, if any.
d) At least three (3) working days prior to the hearing, the parties' shall meet to disclose intended witnesses, mark and exchange copies of all documents and other evidence intended to be submitted to the hearing officer, and endeavor to agree upon stipulations. Each party may call a maximum of four (4) witnesses to testify at the hearing.
e) The Union will be the moving party and, as such, will present its case to the hearing officer first.
f) The hearing will be informal with no rules of evidence.
~~a)~~g) Within seven (7) calendar days following the hearing, the hearing officer will e-mail the decision to each of the parties. The hearing officer's decision shall be limited to sustaining or denying the appeal, with no additional explanations, findings, rulings, comments, clarifications or opinions. The hearing officer's decision will be final and binding on the Town, the Union and the police dispatcher, police officer and/or sergeant. A copy of the e-mail shall be attached to the performance evaluation in question. Other than attaching the e-mail to the performance evaluation in question, the police dispatcher, police officer and/or sergeant's performance evaluation will not be modified in any way irrespective of whether the appeal was accepted or denied.
h) If the appeal is sustained by the hearing officer the Town shall retroactively restore the police dispatcher, police officer and/or sergeant's step advancement to his/her anniversary date.
i) The burden of proof shall be the greater weight of the evidence.

~~19.65 This Article may be re-opened for negotiations for the second and/or third year of the Agreement upon the request by either party not later than April 1, 2012.~~

19.76 A police officer assigned to work as an acting sergeant will receive out of class pay equal to an additional 10% of the Police Officer's base salary during the police officer's assignment as an acting sergeant.

19.87 An employee assigned to work as a detective, motorcycle officer, K-9 officer or Field Training Officer (FTO) will receive pay equal to an additional 5% of the employee's base salary during the employee's actual assignment as a detective, motorcycle officer, K-9 officer or Field Training Officer (FTO). However, an employee is only permitted to receive one 5% additional pay at any given time regardless of how many different assignments that employee has at such time.

19.98 Any member assigned to the Second Platoon, afternoon shift, or night shift shall receive a shift differential of 3% of the employee's base salary. If an employee works twelve (12) hour shift, that employee is only entitled to one shift differential for that shift.

19.10 9 Employees will be eligible to receive longevity. An employee will receive a non-cumulative longevity stipend during the month of their anniversary of each year they are eligible providing the employee has uninterrupted employment with the Town as follows:

YEARS OF SERVICE	ANNUAL STIPEND
Beginning of 7th year	$1,000.00
Beginning of 11th year	$1,500.00
Beginning of 15th year	$1,750.00
Beginning of 20th year	$2,000.00

FRATERNAL ORDER OF POLICE COLLECTIVE BARGAINING AGREEMENT
10/1/2012
PAY TABLE MINIMUMS

POLICE OFFICERS

STEPS	FY 2012	Hourly Equivalent
**Starting	$50,258.47	$24.1627
1	$55,284.32	$26.5790
2	$58,048.54	$27.9080
3	$60,950.97	$29.3034
4	$63,998.52	$30.7685
5	$67,198.45	$32.3069
6	$70,558.38	$33.9223
7	$72,673.13	$34.9390
8	$74,855.38	$35.9882

Notes:
**Starting Salary for Certified Police Officer

DISPATCHERS

STEPS	FY 2012	Hourly Equivalent
Starting	$32,287.41	$15.5228
1	$33,901.78	$16.2989
2	$35,596.87	$17.1139
3	$37,376.72	$17.9696
4	$39,245.56	$18.8681
5	$41,207.84	$19.8115
6	$43,268.23	$20.8020

SERGEANTS

STEPS	FY 2012	Hourly Equivalent
Starting	$80,550.04	$38.7260
1 (2 yrs **)	$82,421.04	$39.6255
2 (4 yrs **)	$84,481.57	$40.6161
3 (6 yrs **)	$86,593.61	$41.6315

Notes:
** Represents completed years as Sergeants

Town of Surfside
Commission Communication

Agenda Item # 5E

Agenda Date: November 13, 2012

Subject: Miami Dade County – Prohibition of Red Light Cameras

Background: The Miami Dade County Board of County Commissioners is considering a resolution that would prohibit red light cameras in the unincorporated areas and County roads. While this will not impact us directly, since we do not have any County roads, it is important that the Town Commission oppose this imposition on the home rule powers of municipalities.

Recommendation: Therefore a resolution of opposition is recommended. Commissioner Sally Heyman has been contacted and she is supportive of our position (Attachment 1).

Town Manager

Dawn Hunziker

From: Heyman, Sally A. (DIST4) <HEYMAN@miamidade.gov>
Sent: Tuesday, October 30, 2012 2:26 PM
To: Roger Carlton
Subject: Re: Miami Dade County Ordinance Banning Red Light Cameras in the Unincorporated Area and All County Roads: Second Reading

I was the only one who voted against the repeal. Hope u will come and speak out against repeal, when it goes to committee. I will amend to set criteria, based on documented intersection problems and prioritize legislative intent: make intersections safer, and the ancillary benefits.
SAH

From: Roger Carlton [mailto:RCarlton@townofsurfsidefl.gov]
Sent: Monday, October 29, 2012 05:54 PM
To: Heyman, Sally A. (DIST4)
Cc: Daniel Dietch <ddietch@townofsurfsidefl.gov>; Joe Graubart <jgraubart@townofsurfsidefl.gov>; Marta Olchyk <molchyk@townofsurfsidefl.gov>; Michael Karukin <mkarukin@townofsurfsidefl.gov>; Michelle Kligman <mkligman@townofsurfsidefl.gov>; David Allen <david.allen@townofsurfsidefl.gov>; Bill Evans <BEvans@townofsurfsidefl.gov>; Lynn Dannheisser <ldannheisser@townofsurfsidefl.gov>
Subject: Miami Dade County Ordinance Banning Red Light Cameras in the Unincorporated Area and All County Roads: Second Reading

Sally, if the County wants to fail to use a proven tool to reduce injuries, death and property damage at intersections in the unincorporated area, that is your business. Trying to ban the use of the cameras on County roads in municipalities is an additional intrusion on municipal home rule power and should not be supported. I hope you will have the vision as you usually do to ward off this great step backward. Thanks. Roger.

NOTE: Florida Public Records Law provides that most written communications to or from Municipal employees regarding town business are public records, available to the public and media upon request. Therefore, this e-mail message may be subject to public disclosure.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, IN SUPPORT OF THE "RED LIGHT CAMERA" PROGRAM AND IN OPPOSITION TO THE MIAMI-DADE COUNTY BOARD OF COMMISSIONERS LEGISLATIVE ITEM FILE NUMBER 121524; ORDINANCE REPEALING RESOLUTION NO. R-759-10 REPEALING DIRECTION AND AUTHORITY TO IMPLEMENT A "RED LIGHT CAMERA" PROGRAM IN MIAMI-DADE COUNTY IN THE UNINCORPORATED AREA OR ON COUNTY ROADS IF IT AFFECTS THE ABILITY OF THE TOWN OF SURFSIDE FROM MAINTENANCE OF ITS "RED LIGHT CAMERA" PROGRAM; AUTHORIZING THE TOWN MANAGER AND DIRECTING THE TOWN CLERK TO SEND A CERTIFIED COPY OF THIS RESOLUTION TO THE MUNICIPAL CLERK OF MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida created the Mark Wandall Traffic Safety Program authorizing municipalities to use traffic infraction detectors to identify a motor vehicle that fails to stop at a traffic control signal steady red light; authorizing issuance of a citation for the violation and notification to registered owner; and providing for collection and distribution of penalties.

WHEREAS, the Town Commission of the Town of Surfside, Florida by Resolution No. 10-1950 authorized the Town Manager to enter into an agreement with American Traffic Solutions, Inc. to implement and to operate a "Red Light Camera" program; and

WHEREAS, the Miami-Dade County Board of Commissioners introduced Legislative Item File Number 121524, an Ordinance Repealing Resolution No. R-759-10

repealing direction and authority to implement a "Red Light Camera" program in Miami-Dade County in the unincorporated area or on county roads; and

WHEREAS, it is in the best interest of the Town to continue to operate the "Red Light Camera" program and to oppose the Miami-Dade County Board of Commissioners Legislative Item File Number 121524, Ordinance repealing Resolution No. R-759-10 repealing direction and authority to implement a "Red Light Camera" program in Miami-Dade County in the unincorporated area or on county roads; and

WHEREAS, it is in the best control and protection of the Home Rule Powers of the Town of Surfside.

THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization and Support. The Town Commission hereby re-affirms its authorization and support for the "Red Light Camera" program, opposes the repeal of Section 30-422 of the Miami-Dade code if it in any way affects the ability of the Town from maintaining its "Red Light Camera" Program.

Section 3. Implementation. The Town Manager and the Town Attorney are hereby authorized to take any and all action necessary to implement this Resolution.

Section 4. Direction to the Town Clerk. The Town Clerk is hereby directed to send a certified copy of this resolution to the Miami-Dade County Municipal Clerk.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2012.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Joseph Graubart ____
Commissioner Michelle Kligman ____
Commissioner Marta Olchyk ____
Vice Mayor Michael Karukin ____
Mayor Daniel Dietch ____

_____
Daniel Dietch, Mayor

ATTEST:

_____
Sandra Novoa, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:

_____
Lynn M. Dannheisser
Town Attorney

MEMORANDUM

Agenda Item No. 5(A)
(Public Hearing 11-8-12)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: October 23, 2012

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Ordinance related to red light cameras; repealing Section 30-422 of the Code

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Chairman Joe A. Martinez and Co-Sponsor Commissioner Rebeca Sosa.

R. A. Cuevas, Jr.
County Attorney

RAC/jls

Memorandum

MIAMI-DADE COUNTY

Date: November 8, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Ordinance Related to Red Light Cameras; Repealing Section 30-422 of the Code

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The proposed ordinance related to red light cameras, repealing Section 30-422 of the Code, repeals the authority to use traffic infraction detectors/red light cameras in the unincorporated area of the County. Because no red light cameras have been installed, the implementation of this ordinance will not have a fiscal impact to the County.

Genaro "Chip" Iglesias
Deputy Mayor

Fls1213

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MEMORANDUM
(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: November 8, 2012

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 5(A)

Please note any items checked.

✓	**"3-Day Rule" for committees applicable if raised**
✓	**6 weeks required between first reading and public hearing**
✓	**4 weeks notification to municipal officials required prior to public hearing**
____	**Decreases revenues or increases expenditures without balancing budget**
____	**Budget required**
____	**Statement of fiscal impact required**
✓	**Ordinance creating a new board requires detailed County Manager's report for public hearing**
✓	**No committee review**
____	**Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**
____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

3.

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(A)
11-8-12

ORDINANCE NO. _____

ORDINANCE RELATED TO RED LIGHT CAMERAS; REPEALING SECTION 30-422 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; REPEALING THE AUTHORITY TO USE TRAFFIC INFRACTION DETECTORS/RED LIGHT CAMERAS IN THE UNINCORPORATED AREA OF MIAMI-DADE COUNTY, FLORIDA; REPEALING RESOLUTION NO. R-759-10, REPEALING DIRECTION AND AUTHORITY TO THE MAYOR OR DESIGNEE TO IMPLEMENT A RED LIGHT CAMERA PROGRAM IN MIAMI-DADE COUNTY; SETTING POLICY THAT NO RED LIGHT CAMERA PROGRAM SHALL BE IMPLEMENTED OR MAINTAINED BY MIAMI-DADE COUNTY IN THE UNINCORPORATED AREA OR ON COUNTY ROADS; PROVIDING SEVERABILITY, INCLUSION IN THE CODE AND AN EFFECTIVE DATE

WHEREAS, on July 8, 2010, this Board adopted Resolution No. R-759-10, which set policy for Miami-Dade County, authorized the installation of red light cameras and directed the Mayor or designee to implement a red light camera program in Miami-Dade County; and

WHEREAS, on January 20, 2011, this Board adopted Ordinance No. 11-01, which created section 30-422, Code of Miami-Dade County, authorizing the use of red light cameras in the unincorporated area of Miami-Dade County, and authorized the Mayor or designee to implement a red light camera program in the unincorporated area of Miami-Dade County pursuant to the Mark Wandall Traffic Safety Act, enacted by the Florida Legislature in 2010, Chapter 2010-80, Laws of Florida; and

WHEREAS, no red light camera system has been implemented by Miami-Dade County to date; and

WHEREAS, as such, not a single notice of violation or traffic citation has been issued on behalf of Miami-Dade County based on red light cameras; and

WHEREAS, this Board now desires to repeal all authority and direction to implement or maintain a red light camera program in the unincorporated area of Miami-Dade County by repealing Ordinance No. 11-01 and Resolution No. R-759-10,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. Section 30-422 of the Code of Miami-Dade County, Florida, is hereby deleted in its entirety as follows: [1]

[[~~Sec. 30-422. - Traffic intersection safety and traffic infraction detectors.~~

~~(1) Purpose and intent. The purpose of this ordinance is to implement the Mark Wandall Traffic Safety Act, Chapters 2010-80 and 2010-163, Laws of Florida (HB 325 and HB 5501), as such may be amended from time to time (hereinafter the "Mark Wandall Traffic Safety Act" or the "Act"), in order to promote, protect and improve the health, safety and welfare of individuals and protect property in Miami-Dade County.~~

~~(2) Scope of regulation and applicability. The provisions of this section shall apply to and be enforced in only the unincorporated areas of Miami-Dade County.~~

~~(3) Use of Traffic Infraction Detectors. Miami-Dade County hereby exercises its authority pursuant to the Mark Wandall Traffic Safety Act to use traffic infraction detectors within the unincorporated areas of Miami-Dade County to enforce the Uniform Traffic Code of the State of Florida. The Mayor or designee is authorized to implement the provisions and requirements of the Act consistent with the specifications established by the Florida Department of Transportation, as such may be amended from time to time. The County is expressly~~

[1] Words stricken through and/or [[double bracketed]] shall be deleted, words underscored and/or >>double arrowed<< shall be added. Remaining provisions are now in effect and remain unchanged.

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~~authorized to use traffic infraction detectors to enforce red light signal violations pursuant to sections 316.074(1) and 316.075(1)(c)1., Florida Statutes, when a driver fails to stop at a traffic signal on streets and highways within the unincorporated areas of Miami-Dade County. The provisions of this ordinance shall not otherwise prohibit a law enforcement officer from issuing a traffic citation to a driver for a red light signal violation in accordance with Chapters 316 and 318, Florida Statutes.~~

~~(4) Right turn on red enforcement by traffic infraction detectors prohibited. Traffic infraction detectors shall not be used to enforce red light signal violations when a driver is making a right turn where such turns are permissible. This subsection shall not otherwise prohibit a law enforcement officer from issuing a traffic citation to a driver for a right turn violation in accordance with Chapters 316 and 318, Florida Statutes.~~

~~(5) Traffic infraction enforcement officers. The Mayor or designee is authorized to designate traffic infraction enforcement officers to administer the County's red light camera program pursuant to the Mark Wandall Traffic Safety Act, as such may be amended from time to time.~~

~~(6) Notice and appeals. Notification of a violation of the Mark Wandall Traffic Safety Act and appeals shall be provided as set forth in the Act, as such may be amended from time to time. The notice expressly shall advise the registered owner of the vehicle that he or she has a right to review the photographic or electronic images or streaming video evidence.~~

~~(7) Penalties. A violation of the Mark Wandall Traffic Safety Act and section 30-422 shall be punishable as set forth in the Act, as such may be amended from time to time. The Act currently sets the fine at one hundred fifty-eight dollars ($158.00) per violation.~~

~~(8) Signage and public awareness campaign. The Mayor or designee is directed to:~~

~~i. Prior to installation of a traffic infraction detector at an intersection, install signage at the intersection indicating that traffic infraction detectors may be in use; and~~

~~ii. No less than 30 days before traffic infraction detectors are installed, conduct a public awareness campaign related to traffic infraction detectors and red light safety.~~

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~~(9) Permits for installation of traffic infraction detectors by municipalities on county roads and infrastructure. The Mayor or designee shall develop a policy for approval by this Board consistent with the Act setting the requirements for municipalities to acquire permits from the County to install traffic infraction detectors, including any applicable fees:~~

~~i. On County roads within or adjacent to cities; and~~

~~ii. On County traffic signal mast arms and other county infrastructure.~~

~~(10) Revenue. Revenue realized by the County pursuant to the Act, once all associated costs have been paid and distributions made as required by the Act, shall supplement the unincorporated municipal service area (UMSA) budget. This provision shall be subject to annual appropriation by the Board.~~

~~(11) Reporting. The Mayor or designee shall submit a report by October 1, 2012, and annually thereafter, to both the Florida Department of Highway Safety and Motor Vehicles or its successor state department (DHSMV) and this Board detailing the results of using traffic infraction detectors and the procedures for enforcement for the preceding state fiscal year. The information submitted must include statistical data and information required by the DHSMV to complete the report required by the Mark Wandall Traffic Safety Act.~~]]

Section 2. Resolution No. R-759-10 is hereby repealed.

Section 3. It is the policy of this Board that no red light camera program shall be implemented or maintained by Miami-Dade County in the unincorporated area or on County roads.

Section 4. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

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Section 5. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 6. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency: RAC

Prepared by: JMM

Jess M. McCarty

Prime Sponsor: Chairman Joe A. Martinez

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Town of Surfside
Commission Communication

Agenda Item #: 5F

Agenda Date: November 13, 2012

Subject: Lease of a Four Wheel Drive Vehicle for Police Department

Background: At the April 10, 2012 Commission Meeting, the Town Commission approved Phase Two of the Police Vehicle Lease Program for the lease of six 2012 Dodge Chargers to replace six 2005 model year vehicles in the fleet with an average of 110,000 miles on the odometer under the Florida Sheriffs Association Bid Contract (Attachment 1). The cost to lease the six vehicles was estimated to be $46,620 per year for four years. The additional cost for graphics, emergency equipment and installation of $4750 on four of the vehicles was also included.

On April 26, 2012, staff contacted the financial institutions and vehicle leasing companies that had submitted bids on the initial vehicle/ purchase financing RFP. The amount to be financed was $200,000 over four years with semi-annual payments. Five firms and two cities were contacted to ensure that the lease rate was competitively procured (Attachment 2). Sun Trust Bank came in lowest rate of 1.5600 percent which was slightly lower than the 1.584 percent for the Sun Trust lease or the 2011 Phase One Police Vehicle Lease Program (Attachment 3). The six new vehicles were leased, equipped, and are on the street. The six older replaced vehicles were sold at auction. There is $39,578 left in the lease escrow account (Attachment 4) due to better than expected prices on the vehicles and the replacement of the police Polaris Ranger (net of the insurance payment) which was damaged beyond repair in an accident.

The Police Department currently has one four wheel drive vehicle, a 2005 8 cylinder Ford Expedition with 84,000 miles on the odometer. It is the only police vehicle that can respond to emergencies or calls for service on the beach or in high water like we recently experienced. It is also the only police vehicle that may be operable during and after impact of a hurricane. The Police Department is in need of a second four wheel drive vehicle that is more fuel efficient and not subject to breakdowns and repair costs.

Staff researched the Florida Sheriffs Association Bid contract for a price on a new four wheel drive vehicle. The current vehicles on the Sheriffs contract are the Ford Explorer Interceptor Utility all-wheel drive, and the Dodge Durango 4x4. A comparison was made of the price and vehicles at several awarded dealers, and Duval Ford was the lowest at $28,820 including a five year/100K mile warranty for the six cylinder Ford Explorer Interceptor Utility (Attachment 5). Cost to outfit the vehicle with emergency equipment and graphics is $3000. The total cost is $31,820.

Budget Impact: $31,820 will be used from the Phase Two Police Vehicle Lease Program leaving a balance of $7,758.

Recommendation: Staff recommends that the Town Commission approve spending of $31,820 of the Phase Two Police Vehicle Lease Program Sun Trust account balance to lease a six cylinder all-wheel drive Ford Explorer Interceptor Utility for use when two wheel drive police vehicles are not feasible.

David Allen, Chief of Police

Roger M. Carlton, Town Manager

Town of Surfside
Commission Communication

Agenda Item #

Agenda Date: April 10, 2012

Subject: Police Vehicle Lease Program – Phase II

Background: During the June 14, 2011 meeting the Town Commission approved the purchase of ten (10) vehicles for Phase I of the Vehicle Replacement Program. This program involves replacing a select number of older, high mileage vehicles each year over a five year period in an effort to keep the fleet modern while reducing maintenance and fuel costs. The new vehicles were leased and due to the excellent finance rate (1.5848 percent) generated via a bid process Staff was able to purchase extended warranty coverage for five years or 75,000 miles which will further reduce maintenance/repair costs.

The Police Department is requesting to implement Phase II of the Vehicle Replacement Program and replace six (6) 2005 model year vehicles in the fleet with an average of 110,000 miles on the odometer with six 2012 Dodge Chargers. The Dodge Chargers are fuel efficient six cylinder vehicles.

The six vehicles will be leased under a municipal leasing program in conjunction with the Florida Sheriffs Association Bid Contract. Staff will prepare an RFP for qualified financial institutions to provide lease financing for a term of four (4) years. At the end of the 48 month lease the Town would own the vehicles. The six replaced vehicles will be sold at auction.

The last date to place an order for 2012 vehicles is April 27, 2012. Pricing for the 2013 model is expected to increase three to four percent.

Budget Impact: The 2012 Dodge Charger police vehicle can be purchased under the Florida Sheriffs Bid Contract price of $21,999. There are additional costs of approximately $4750 on four of the vehicles which includes graphics, emergency equipment and installation. The cost to lease six (6) vehicles is estimated to be $46,620. per year for four years funded through the Police department budget. The amount financed includes a five year or 75,000 mile extended warranty.

Analysis: Replacement of these vehicles will ensure the safety and efficiency of the fleet and our personnel. This long term vehicle replacement policy will keep our fleet modern, safe and efficient while reducing maintenance and fuel costs.

The early approval of Phase II of the Vehicle Replacement Program will allow us to avoid expected price increases for the 2013 model. The FY 12/13 budget has been prepared with this cost included.

The Town Commission should be aware that Staff is recommending a long term commitment to modernize the fleet; however, the determination to implement the program will still be made each year based on available resources.

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve the lease of six (6) police vehicles in FY12/13 at an estimated annual cost of $46,620 for four years.

John Di Censo
Assistant Chief

Roger M. Carlton
Town Manager

SURFSIDE POLICE
DAVID ALLEN
CHIEF OF POLICE

"Providing the highest level of police service to the community we serve in a professional, courteous, ethical and judicious manner"

MEMORANDUM

TO: ROGER M. CARLTON

FROM: ASSISTANT CHIEF DI CENSO

SUBJECT: VEHICLE LEASE FINANCE RATE

DATE: 4/26/2012

I contacted the below listed financial institutions and vehicle leasing companies that submitted bids last year on our vehicle lease/purchase financing RFP. The following quotes were given for Phase II of our vehicle lease program. The amount to be financed was $200,000 over four (4) years with semi-annual payments.

SunTrust Bank	1.56%
Pinnacle Public Finance	1.98%
Sovereign Bank	2.35%
Branch Banking & Trust	$250,000 minimum finance amount
Acme Auto Leasing	Not interested

In addition, I contacted the following police agencies who have vehicle lease programs to see if there is a contract we could piggyback on.

Homestead – No RFP issued. SunTrust Bank provided the lowest finance rate

South Miami – No RFP issued. Received quotes and SunTrust provided the lowest rate

It should be noted that last year's finance rate provided by SunTrust Bank was 1.584%.

John Di Censo

From: Gatton.Lawanna <Lawanna.Gatton@suntrust.com>
Sent: Wednesday, April 18, 2012 9:42 AM
To: John Di Censo
Subject: Lease rate

Hi John,

It was a pleasure speaking with you this morning. Based on our conversation, the rate is 1.56% with 8 semi annual payments in arrears. We can move the dates around as we move toward closing. once you determine we can move forward, please let me know so I can lock the rate for 30 days to allow time to close.

Should you need anything additional, please call or email.

Interest Rate: 1.5600% (Semi-Annual)

Payment Number	Payment Date	Payment Amount	Principal Component	Interest Component	Principal Balance
	5/4/12	0	0	0	200,000.00
1	11/1/12	25,882.10	24,348.20	1,533.90	175,651.80
2	5/1/13	25,882.10	24,512.02	1,370.08	151,139.78
3	11/1/13	25,882.10	24,703.21	1,178.89	126,436.57
4	5/1/14	25,882.10	24,895.90	986.20	101,540.67
5	11/1/14	25,882.10	25,090.08	792.02	76,450.58
6	5/1/15	25,882.10	25,285.79	596.31	51,164.80
7	11/1/15	25,882.10	25,483.02	399.08	25,681.78
8	5/1/16	25,882.10	25,681.78	200.32	0
		==========	==========	==========	
	Totals	207,056.80	200,000.00	7,056.80	

Thanks!
Lu

Lawanna S. Gatton
Vice President - Public Finance
SunTrust Equipment Finance & Leasing Corp.
300 E. Joppa Road; Suite 700
Towson, MD 21286
410-307-6705
410-952-1208 cell
410-307-6620 fax

Live Solid. Bank Solid.

LEGAL DISCLAIMER
The information transmitted is intended solely for the individual or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of or taking action in reliance upon this information by persons or entities other than the intended recipient is

Attachment "4"

SunTrust Equipment Finance & Leasing Corp.
300 E. Joppa Road, Ste 700
Towson, Maryland 21286
(410) 307-6600

Disbursements as of 10/26/2012 for Surfside, FL, Town of

Escrow Agent: STB - Richmond
Orig Escrow Amount: $200,000.00
Current Balance: $44,710.54
-513.57
39,578.97

Account Number: 443-4008145-002
Master Lease Number: 08145
Schedule Number: -002

Payment Request No.	Disburs Date	Year	Make	Model	Description	Serial Number	Cost	
01	7/31/2012		0		Light bars for 3 police vehicles		$2,842.26	
01	7/31/2012		0		Antennas & AC/DC inverters for 3 police vehicles		$1,649.46	
						Payment Request Total:		**$4,491.72**
02	8/6/2012	2012	Dodge	Charger	Police Vehicle	2C3CDXBG3CH285513	$22,779.00	
02	8/6/2012	2012	Dodge	Charger	Police Vehicle	2C3CDXBG5CH285514	$22,779.00	
02	8/6/2012	2012	Dodge	Charger	Police Vehicle	2C3CDXBG7CH285515	$22,779.00	
						Payment Request Total:		**$68,337.00**
03	8/6/2012	2012	Dodge	Charger	Tag & title for police vehicle	2C3CDXBG7CH285515	$111.10	
03	8/6/2012	2012	Dodge	Charger	Tag & title for police vehicle	2C3CDXBG3CH285513	$155.10	
03	8/6/2012	2012	Dodge	Charger	Tag & title for police vehicle	2C3CDXBG5CH285514	$155.10	
03	8/6/2012		0		Three mounting kits		$259.00	
03	8/6/2012		0		(3) window partitions & lower extension panels		$1,473.16	
03	8/6/2012		0		(3) Consoles & 12VDC lighter outlets		$931.32	
03	8/6/2012		0		(3) cup holders		$95.58	
						Payment Request Total:		**$3,180.36**
04	8/27/2012		0		(3) Armrests		$238.14	
04	8/27/2012	2012	Dodge	Charger	Tags & title	2C3CDXAG2CH305283	$155.10	
04	8/27/2012	2012	Dodge	Charger	Tags & title	2C3CDXAG4CH305284	$155.10	
04	8/27/2012	2012	Dodge	Charger	Tags & title	2C3CDXAG6CH305285	$155.10	
04	8/27/2012	2012	Dodge	Charger	2012 Dodge Charger	2C3CDXAG2CH305283	$24,899.00	
04	8/27/2012	2012	Dodge	Charger	2012 Dodge Charger	2C3CDXAG4CH305284	$24,899.00	
04	8/27/2012	2012	Dodge	Charger	2012 Dodge Charger	2C3CDXAG6CH305285	$24,899.00	
						Payment Request Total:		**$75,400.44**
05	9/13/2012		0		Equipment (V# 285513, 285514, 285515)		$2,942.97	
						Payment Request Total:		**$2,942.97**
06	9/20/2012		0		Wiring/police vehicles (V#285513, 285514,, 285515)		$112.50	
06	9/20/2012		0		Graphics (V#285513, 285514, 285515)		$824.47	
						Payment Request Total:		**$936.97**
						Total Amount Disbursed:		**$155,289.46**

5

Attachment "5"

SURFSIDE

Duval Ford
5203 Waterside Dr; Jacksonville, FL 32210
Christy Self
904-388-2144
Fax: 904-387-6816
cself@duvalford.com

DUVAL Ford GOVERNMENT SALES

Contact	RICHARD WILLIAMS
Org	SURFSIDE
Phone	305 861 4862
email	RWILLIAMS@TOWNOFSURFSIDEFL.GOV

CONTRACT = 11-19-0907

We appreciate your interest in the 2011-2012 Florida Sheriff's Association/ Florida Association of Counties Purchasing Contract. Listed below are the items we discussed.

	Item			Price
SPEC# 4	2013 FORD INTERCEPTOR UTILITY - FWD			$23,171.00
AWD	ALL WHEEL DRIVE MODEL			$2,501.00
D2T	TWO-TONE PAINT, DOORS ONLY			$898.00
5/100E	5 YEAR/100K MILE EXTRA CARE WARRANTY $0 DEDUCTIBLE			$2,250.00
		Quantity	1	$ 28,820.00

****ALL EXTERIOR COLORS OTHER THAN WHITE MUST BE CLEARLY SPECIFIED ON YOUR PURCHASE ORDER**

Emergency Lighting:		Driver's side	Passenger side
Color	lights		
	lenses		

ADDITIONAL WARRANTY OPTIONS AVAILABLE:		
5/75B	5 YR/ 75K MI. BASE CARE WARRANTY $0 DED.	$ 1,365.00
5/100B	5 YR/ 100K MI. BASE CARE WARRANTY $0 DED.	$ 1,845.00
5/75E	5 YR/75K MI EXTRA CARE WARRANTY $0 DED.	$ 1,590.00

ALAN JAY Automotive Network

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529) *WWW.ALANJAY.COM*

Corporate Office	2003 U.S. 27 South Sebring, FL 33870	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

Direct	863-402-4234	Mobile	863-381-3411	Fax 863-402-4221

QUICK QUOTE SHEET

DATE 10-Oct-12 PAGE 1 of 1

REQUESTING AGENCY: TOWN OF SURFSIDE

CONTACT PERSON: RICHARD WILLIAMS

PHONE NUMBER: 305-861-4862

FAX NUMBER: e-mail rwilliams@townofsurfsidefl.gov

MODEL: EXPLORER (K7A) **SPECIFICATION #**

2013 FORD INTERCEPTOR PG #

**All vehicles will be ordered WHITE w/ Darkest Interior Unless Clearly stated otherwise on purchase order.*

BASE DISTRICT PRICE: $23,171.00

OPTION #	DESCRIPTION	COST
K8	AWD (All wheel drive)	$2,501.00
FSS	FULL SIZE SPARE TIRE	INCL
L-SPOT	FLEFT HAND SPOT LIGHT	INCL
T-T	TU-TONE (Paint roof and four doors white)	$1,278.00
NO TEMP	NO TEMP TAG REQUESTED	$0.00
5/100EC	5 YR 100K MILE "0" DEDUCTIBLE WARRANTY	see below

TOTAL OF OPTIONS:	$3,779.00
EXTENDED WARRANTY:	$2,804.00
TOTAL COST:	**$29,754.00**

QTY 1 = $29,754.00

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes please feel free to contact me at any time, I will be happy to assist you.

Comments:

Alan Jay Chevrolet Buick GMC Cadillac, Inc. FEID #65-0211404
Alan Jay Ford Lincoln Mercury, Inc. FEID # 20-5996360 / Alan Jay Chrysler Dodge Jeep Ram FEID # 26-4540672
Alan Jay Import Center, Inc. d/b/a Alan Jay Toyota FEID # 59-3533026 / Alan Jay Nissan, Inc. FEID #76-0833978

VEHICLE QUOTED BY: Dave Wilson, Fleet Manager 863-402-4281

"I Want to be Your Fleet Provider"

dave.wilson@alanjay.com

Maroone . Chrysler Dodge Jeep Ra
of Pembroke Pines

Call

13601 Pines Blvd.
Pembroke Pines, Fl. 33027

PHONE (954) 441-2034 | FAX (954) 441-2004 | E-Mail schenry1@comcast.net

QUICK QUOTE SHEET

FOR VEHICLES FROM STATE CONTRACT & FLORIDA SHERIFF'S ASSOCIATION BID

DATE 10-Oct-12 PAGE 1 of 1

REQUESTING AGENCY: **Surfside Police Department**

CONTACT PERSON: **Richard Williams**
PHONE NUMBER: **305-861-4862 X215**
FAX NUMBER:
CELL NUMBER:
E-MAIL ADDRESS:

2013 MODEL YEAR FSA BID #12-20-0905 **http://www.flsheriffs.org**

MODEL: **2013 Dodge Durango4X4** **SPECIFICATION #** **24**

DESCRIPTION

BASE DISTRICT PRICE: $26,770.00

OPTION #	DESCRIPTION	
	4X4	Incl
26X	Delete V-8	($1,225.00)
	Special Service group	Incl
WMX6100N	Max Care 6yrs, 100,000 Miles	$3,265.00
TTP	Paint roof & Doors. Not including Jams	$1,250.00

TOTAL OF OPTIONS: $3,290.00
EXTENDED WARRANTY:
TOTAL COST: **$30,060.00**

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes please feel free to contact me at any time, I will be happy to assist you.

Comments:

VEHICLE QUOTED BY: Steve Henry, Fleet Manager (954) 441-2034
Schenry1@comcast.net

RESOLUTION NO. 12-___

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN EXPENDITURE IN THE AMOUNT OF $31,820 OF THE PHASE TWO POLICE VEHICLE LEASE PROGRAM WITH SUNTRUST BANK FOR THE LEASE OF A FORD EXPLORER INTERCEPTOR UTILITY VEHICLE; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THE AGREEMENT BY AND BETWEEN THE TOWN AND SUNTRUST BANK; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 10, 2012 Commission Meeting, the Town Commission approved Phase Two of the Police Vehicle Lease Program for the lease of six 2012 Dodge Chargers; and

WHEREAS, the cost to lease six vehicles was estimated to be $46,620 per year for four years and the additional cost for graphics emergency equipment and installation of $4750 on four of the vehicles was also included; and

WHEREAS, the town leased the six new vehicles and the six older vehicles were resold at auction; and

WHEREAS, there is $39,578.97 left in the escrow account and the Town would like to utilize the funds to lease a police vehicle to respond to emergencies or service on the beach; and

WHEREAS, after the research was conducted, the Ford Explorer Interceptor Utility was found to be the most economically priced vehicle at $28,820; and

WHEREAS, the total cost of the vehicle with emergency equipment and graphics would be $31,820; and

WHEREAS, the Town Commission finds it in the best interest of the Town to approve an expenditure in the amount of $31,820 of the phase two police vehicle lease program with Suntrust Bank for the lease of a Ford Explorer Interceptor Utility vehicle.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals**. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. **Approval.** The Town Commission approves the expenditure in the amount of $31,820 of the phase two police vehicle lease program with Suntrust Bank for the lease of a Ford Explorer Interceptor Utility vehicle.

Section 3. **Authorization of Town Officials.** The Town Manager and Town Attorney are hereby authorized to take all steps necessary to complete the execution of this lease agreement.

Section 4. **Effective Date**. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2012.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Joseph Graubart ____
Commissioner Michelle Kligman ____
Commissioner Marta Olchyk ____
Vice Mayor Michael Karukin ____
Mayor Daniel Dietch ____

_____
Daniel Dietch, Mayor

ATTEST:

_____
Sandra Novoa, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:

_____
Lynn M. Dannheisser
Town Attorney

Town of Surfside
Commission Communication

Agenda Item #: 5G

Agenda Date: November 13, 2012

Subject: Proposed Agreement with the Miami-Dade State Attorney's Office to Prosecute Criminal Municipal Ordinances.

Background: State legislation was passed in 2004 for the State Attorney to prosecute criminal municipal ordinances only if (1) the ordinance violation is ancillary to a felony prosecution or (2) the municipality has entered into a contract with the State Attorney for these prosecutions. The agreement is for the prosecution of ordinances only; the State Attorney's Office has no authority to handle appeals related to the Constitutionality of ordinances.

Analysis: The proposed agreement allows the Miami-Dade State Attorney's Office to prosecute criminal ordinance violations in Surfside for the period of October 1, 2012 to September 30, 2013.

Budget Impact: The Town will be billed at the statutorily prescribed rate of $50 per hour. It is estimated that it takes approximately 20 minutes per case equivalent to the rate $16.67 per case. During the past three years the use of the State Attorney's Office has been very limited, however, the agreement should be in place in the event an unforeseen occurrence requires these services.

Growth Impact: N/A

Staff Impact: N/A

Recommendation: The Town staff recommends that the Commission approve the resolution (Attachment A) to enter into the proposed agreement (Attachment B) with the Miami-Dade State Attorney's Office to prosecute criminal municipal ordinances.

David Allen, Chief of Police

Roger M. Carlton, Town Manager

RESOLUTION NO. 2012- ___

RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER OF THE TOWN OF SURFSIDE TO EXECUTE AN AGREEMENT WITH THE MIAMI-DADE STATE ATTORNEY'S OFFICE TO PROSECUTE CRIMINAL MUNICIPAL ORDINANCE VIOLATIONS IN SURFSIDE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Surfside, Florida (the "Town") wishes to enter into an agreement with the Miami-Dade State Attorney's Office to prosecute criminal municipal ordinance violations in Surfside for the period of October 1, 2012 to September 30, 2013; and

WHEREAS, the Town will be billed by the State Attorney's Office at the statutorily prescribed rate of fifty ($50.00) dollars per hour.

WHEREAS, it is estimated that it takes approximately 20 minutes per case or the rate $16.67 per case.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. The above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Commission authorizes the Town Manager on behalf of the Town of Surfside, Florida to execute the agreement with the Miami-Dade State Attorney's Office (Exhibit "A")

Section 3. The Resolution shall become effective immediately upon its adoption.

PASSED and **ADOPTED** on this _____ day of November, 2012.

Motion by Commissioner _____, Second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Joseph Graubart ____
Commissioner Michelle Kligman ____
Commissioner Marta Olchyk ____
Vice Mayor Michael Karukin ____
Mayor Daniel Dietch ____

_____
Daniel Dietch, Mayor

ATTEST:

_____
Sandra Novoa, CMC
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:

_____
Lynn M. Dannheisser, Town Attorney

STATE ATTORNEY

ELEVENTH JUDICIAL CIRCUIT OF FLORIDA
E. R. GRAHAM BUILDING
1350 N.W. 12TH AVENUE
MIAMI, FLORIDA 33136-2111

KATHERINE FERNANDEZ RUNDLE
STATE ATTORNEY

TELEPHONE (305) 547-0100

October 12, 2012

Mr. Roger M. Carlton
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside FL 33154

Dear Mr. Carlton:

Legislation passed in 2004 to implement Revision 7 to Article V of the Florida Constitution provides that the State Attorney may prosecute municipal ordinances only if (1) the ordinance violation is ancillary to a felony prosecution (s. 27.02(1), Florida Statutes), or (2) the county/municipality has entered into a contract with the State Attorney for these prosecutions (s. 27.34(1), Florida Statutes).

Enclosed please find the proposed agreement for the prosecution of ordinance violations for the period of October 1, 2012 – September 30, 2013. Please sign three originals and return to this office as soon as possible. If you desire to make changes to the contract and want an electronic version of this document, please contact me at donlhorn@miamisao.com and I will forward you a copy. This contract is for the prosecution of ordinances only; the State Attorney's Office has no statutory authority to handle appeals relating to the constitutionality of ordinances. If you choose to not have the Office of the State Attorney prosecute municipal ordinance violations in accordance with sections 4 &5 of Chapter 2004-265, Laws of Florida, you are requested to send a letter to that effect to the above address as soon as possible.

You will be billed at the statutorily prescribed rate of $50 per hour. Our estimate is that, on average, it takes approximately 20 minutes per case; therefore, you will be charged at the rate of $16.67 per case. Please note that this is the charge for ordinance prosecution only. Pursuant to state law, there are separate charges for indigent defense from the Public Defender and filing fees from the Clerk of the Court.

If you have any questions about the contract or if I can provide any other information, please do not hesitate to contact me at 305-547-0562 or at donlhorn@miamisao.com.

Sincerely,

KATHERINE FERNANDEZ RUNDLE
State Attorney

By: _____
Don L. Horn
Chief Assistant State Attorney for Administration

DLH/ci

Enclosures

AGREEMENT BETWEEN TOWN OF SURFSIDE AND THE STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA TO REIMBURSE THE STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF CERTAIN CRIMINAL VIOLATIONS OF THE _____ CODE

This agreement is entered into this _____ day of _____, 2012, by and between Town of Surfside, a political subdivision of the State of Florida (hereinafter referred to as the "City") and the Office of the State Attorney for the Eleventh Judicial Circuit of Florida (hereinafter referred to as "State Attorney").

WHEREAS, the City finds that in order to maintain and improve the health, safety, and welfare of this community, it is necessary to adequately enforce and prosecute violations of the City's Municipal Code; and

WHEREAS, Section 27.02, Florida Statutes, authorizes the State Attorney to prosecute municipal ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, when the State Attorney contracts with the City for reimbursement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
Services

The State Attorney agrees to prosecute municipal ordinance violations as authorized in Sections 27.02, and 27.34, Florida Statutes. The City agrees to remit, subject to the terms outlined in Article III of this agreement, to the State Attorney the required funds to reimburse for costs associated with the prosecution of violations of the Municipal Code for the period of October 1, 2012, through September 30, 2013. The State Attorney shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the State Attorney as set forth in this agreement. This agreement does not commit the City to pay for the prosecution of Municipal Code violations ancillary to state prosecution or for the prosecution of municipal ordinance violations not punishable by incarceration. This agreement specifically does not authorize the State to handle appeals of municipal ordinances on constitutional grounds, which shall remain the responsibility of the municipality that passed the ordinance.

ARTICLE II
Terms

This agreement shall expire on September 30, 2012, unless terminated earlier pursuant to Article VII of this agreement. Under no circumstances shall the City be liable to continue or extend this agreement beyond this date. This agreement may only be amended in writing, through a document executed by duly authorized representatives of the signatories to this agreement.

ARTICLE III
Payment Schedule

The City agrees to reimburse the State Attorney on an hourly basis for services rendered at a rate of Fifty dollars ($50) per hour. On a quarterly basis, the State Attorney shall provide the City with an invoice including, but not limited to, the hours of services rendered, number of cases prosecuted as set forth in this agreement, and the total amount due for payment for the previous month. The City shall remit each payment within ten (10) days after receiving said invoice from the State Attorney.

ARTICLE IV
Responsibilities

The City does not delegate any of its responsibilities or powers to the State Attorney other than those enumerated in this agreement. The State Attorney does not delegate any of its responsibilities or powers to the City other than those enumerated in this agreement.

ARTICLE V
Reporting

All required reports shall be submitted to the _____.

ARTICLE VI
Indemnification

It is expressly understood and intended that the State Attorney is only a recipient of the reimbursements paid by the City and is not an agent of the City. The respective parties agree, subject to the provisions of Chapter 768.28 (17), Florida Statutes, that they will hold each other harmless from any claims arising from this agreement.

ARTICLE VII
Termination

Either party may terminate this agreement at any time with or without cause by furnishing written notice to the other party with no less than ninety (90) days notice.

ARTICLE VIII
Service Charges

This agreement is contingent upon all City funding provided, and any interest earned thereon, not being subject to any State service charges or administrative assessments.

ARTICLE IX
Non-Discrimination

The State Attorney agrees to abide and be governed by Title II of the Americans with Disabilities Act of 1990, Title VI and VII, Civil Rights Act of 1964 (42 USC 200d, e) and Title Viii of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this contract, in regard to persons served, or in regard to employees or applicants

for employment and it is expressly understood that upon receipt of evidence of discrimination, the City shall have the right to terminate said agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

NAME

By: _____
POSITION

City Commission

By: _____

ATTEST

By: _____

State Attorney's Office
Eleventh Judicial Circuit

By: _____
Don L. Horn
Chief Assistant State Attorney
for Administration

AGREEMENT BETWEEN TOWN OF SURFSIDE AND THE STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA TO REIMBURSE THE STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF CERTAIN CRIMINAL VIOLATIONS OF THE _____ CODE

This agreement is entered into this _____ day of _____, 2012, by and between Town of Surfside, a political subdivision of the State of Florida (hereinafter referred to as the "City") and the Office of the State Attorney for the Eleventh Judicial Circuit of Florida (hereinafter referred to as "State Attorney").

WHEREAS, the City finds that in order to maintain and improve the health, safety, and welfare of this community, it is necessary to adequately enforce and prosecute violations of the City's Municipal Code; and

WHEREAS, Section 27.02, Florida Statutes, authorizes the State Attorney to prosecute municipal ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, when the State Attorney contracts with the City for reimbursement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
Services

The State Attorney agrees to prosecute municipal ordinance violations as authorized in Sections 27.02, and 27.34, Florida Statutes. The City agrees to remit, subject to the terms outlined in Article III of this agreement, to the State Attorney the required funds to reimburse for costs associated with the prosecution of violations of the Municipal Code for the period of October 1, 2012, through September 30, 2013. The State Attorney shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the State Attorney as set forth in this agreement. This agreement does not commit the City to pay for the prosecution of Municipal Code violations ancillary to state prosecution or for the prosecution of municipal ordinance violations not punishable by incarceration. This agreement specifically does not authorize the State to handle appeals of municipal ordinances on constitutional grounds, which shall remain the responsibility of the municipality that passed the ordinance.

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Payment Schedule

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Responsibilities

The City does not delegate any of its responsibilities or powers to the State Attorney other than those enumerated in this agreement. The State Attorney does not delegate any of its responsibilities or powers to the City other than those enumerated in this agreement.

ARTICLE V
Reporting

All required reports shall be submitted to the _____.

ARTICLE VI
Indemnification

It is expressly understood and intended that the State Attorney is only a recipient of the reimbursements paid by the City and is not an agent of the City. The respective parties agree, subject to the provisions of Chapter 768.28 (17), Florida Statutes, that they will hold each other harmless from any claims arising from this agreement.

ARTICLE VII
Termination

Either party may terminate this agreement at any time with or without cause by furnishing written notice to the other party with no less than ninety (90) days notice.

ARTICLE VIII
Service Charges

This agreement is contingent upon all City funding provided, and any interest earned thereon, not being subject to any State service charges or administrative assessments.

ARTICLE IX
Non-Discrimination

The State Attorney agrees to abide and be governed by Title II of the Americans with Disabilities Act of 1990, Title VI and VII, Civil Rights Act of 1964 (42 USC 200d, e) and Title Viii of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this contract, in regard to persons served, or in regard to employees or applicants

for employment and it is expressly understood that upon receipt of evidence of discrimination, the City shall have the right to terminate said agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

NAME

By: _____
POSITION

ATTEST

By: _____

City Commission

By: _____

State Attorney's Office
Eleventh Judicial Circuit

By: _____
Don L. Horn
Chief Assistant State Attorney
for Administration

AGREEMENT BETWEEN TOWN OF SURFSIDE AND THE STATE OF FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA TO REIMBURSE THE STATE FOR THE COST OF STATE ATTORNEY PROSECUTION OF CERTAIN CRIMINAL VIOLATIONS OF THE _____ CODE

This agreement is entered into this _____ day of _____, 2012, by and between Town of Surfside, a political subdivision of the State of Florida (hereinafter referred to as the "City") and the Office of the State Attorney for the Eleventh Judicial Circuit of Florida (hereinafter referred to as "State Attorney").

WHEREAS, the City finds that in order to maintain and improve the health, safety, and welfare of this community, it is necessary to adequately enforce and prosecute violations of the City's Municipal Code; and

WHEREAS, Section 27.02, Florida Statutes, authorizes the State Attorney to prosecute municipal ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, when the State Attorney contracts with the City for reimbursement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
Services

The State Attorney agrees to prosecute municipal ordinance violations as authorized in Sections 27.02, and 27.34, Florida Statutes. The City agrees to remit, subject to the terms outlined in Article III of this agreement, to the State Attorney the required funds to reimburse for costs associated with the prosecution of violations of the Municipal Code for the period of October 1, 2012, through September 30, 2013. The State Attorney shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the State Attorney as set forth in this agreement. This agreement does not commit the City to pay for the prosecution of Municipal Code violations ancillary to state prosecution or for the prosecution of municipal ordinance violations not punishable by incarceration. This agreement specifically does not authorize the State to handle appeals of municipal ordinances on constitutional grounds, which shall remain the responsibility of the municipality that passed the ordinance.

ARTICLE II
Terms

This agreement shall expire on September 30, 2012, unless terminated earlier pursuant to Article VII of this agreement. Under no circumstances shall the City be liable to continue or extend this agreement beyond this date. This agreement may only be amended in writing, through a document executed by duly authorized representatives of the signatories to this agreement.

ARTICLE III
Payment Schedule

The City agrees to reimburse the State Attorney on an hourly basis for services rendered at a rate of Fifty dollars ($50) per hour. On a quarterly basis, the State Attorney shall provide the City with an invoice including, but not limited to, the hours of services rendered, number of cases prosecuted as set forth in this agreement, and the total amount due for payment for the previous month. The City shall remit each payment within ten (10) days after receiving said invoice from the State Attorney.

ARTICLE IV
Responsibilities

The City does not delegate any of its responsibilities or powers to the State Attorney other than those enumerated in this agreement. The State Attorney does not delegate any of its responsibilities or powers to the City other than those enumerated in this agreement.

ARTICLE V
Reporting

All required reports shall be submitted to the _____.

ARTICLE VI
Indemnification

It is expressly understood and intended that the State Attorney is only a recipient of the reimbursements paid by the City and is not an agent of the City. The respective parties agree, subject to the provisions of Chapter 768.28 (17), Florida Statutes, that they will hold each other harmless from any claims arising from this agreement.

ARTICLE VII
Termination

Either party may terminate this agreement at any time with or without cause by furnishing written notice to the other party with no less than ninety (90) days notice.

ARTICLE VIII
Service Charges

This agreement is contingent upon all City funding provided, and any interest earned thereon, not being subject to any State service charges or administrative assessments.

ARTICLE IX
Non-Discrimination

The State Attorney agrees to abide and be governed by Title II of the Americans with Disabilities Act of 1990, Title VI and VII, Civil Rights Act of 1964 (42 USC 200d, e) and Title Viii of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this contract, in regard to persons served, or in regard to employees or applicants

for employment and it is expressly understood that upon receipt of evidence of discrimination, the City shall have the right to terminate said agreement.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

NAME	City Commission
By: _____ POSITION	By: _____
ATTEST	State Attorney's Office Eleventh Judicial Circuit
By: _____	By: _____ Don L. Horn Chief Assistant State Attorney for Administration

Town of Surfside
Commission Communication

Agenda Item # 5H

Agenda Date: November 13, 2012

Subject: Surfside Community Shuttle Service Contract (Limousines of South Florida, Inc.)

Background: In April 2010, the Town entered into a two-year agreement with Limousines of South Florida Inc. for the provision of shuttle bus services. The service is provided Monday through Friday from 8:00 am to 4:30 pm and Saturday from 8:00 am to 1:30 pm. The route was modified to include a stop at Miami Beach's North Shore Library Branch on 75th Street and Collins Avenue. This was done to provide the library services that were no longer available in Surfside after the FY 10/11 budget reductions and to increase the area covered by the original bus route within the Town. The two year agreement has now expired and the contract has been on a month-to-month basis.

At this time the Town of Surfside is using our own bus that was purchased in 2004 and has more than 200,000 miles of service. The new agreement includes LSF purchasing a new bus to be used for the Town of Surfside Shuttle Service. This would also include all preventative maintenance services and back up buses if needed. The old shuttle bus would be used by the Parks and Recreation Department for special events, summer camp and other programs in and around town, reducing cost for charter buses.

Analysis: The proposed approach to renew the agreement is similar to what was done in 2010, which is to "piggyback" on the existing Town of Bay Harbor Island contract. The Bay Harbor agreement was competitively bid and is identical to what the Town requires in order to continue to provide a high quality shuttle service to its residents and visitors. The increase in the hourly cost from $32.25 to $38.59 would include the purchase of a new bus by LSF (approximate cost $75,000) to be used for the Town Shuttle Service. This would be a 3 year agreement with two one year renewal, with a built in cost increase from year 1 to year 3 as follows: Year 1: $38.59/hr. Year 2: $39.96/hr. Year 3: $40.76/hr.

Budget Impact: Funds to cover this service come from the Citizens Independent Transportation Trust surtax and are administered by Metro Dade Transit (see Item on this agenda). The cost for FY 2012 was $94,418 with the Town supplying the fuel. The estimated cost for the 3 years based on 2,928 service hours per year would be:

Year 1: $112,991
Year 2: $117,002
Year 3: $119,345
Plus Fuel

Staff Impact: None.

Recommendation: It is recommended that the Surfside Town Commission approve the attached resolution authorizing the Town of Surfside to enter into a service agreement with Limousines of South Florida, Inc.

Department Head **Town Manager**

Item 5H

Resolution and Agreement

Shuttle Bus Agreement with Limousines of South Florida will be delivered under separate cover

Town of Surfside
Commission Communication

Agenda Item # 5I

Agenda Date: November 13, 2012

Subject: Miami Dade County – People's Transportation Plan: MDTA Agreement for the Surfside Bus

Background: The citizens of Miami Dade County approved the People's Transportation Plan (PTP) more than five years ago. Twenty percent of the funding was allocated to municipalities for transportation needs. Surfside uses the money for road projects such as paving in the single family areas, installation of stamped asphalt crosswalks Town-wide and partial funding of our local bus program.

Miami Dade County manages this program in two agencies. The Citizen's Independent Transportation Trust (CITT) monitors overall expenditure of the funds and the Metro Dade Transit Agency (MDTA) monitors the bus operations.

Recommendation: The attached document is an agreement with MDTA that governs our relationship with the funding agency. Given, the press of time to complete the agenda, a verbal explanation of this agreement will be given during the Town Commission meeting.

Town Manager

RESOLUTION NO. 12 - ___

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA ("TOWN"), AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN CLERK TO ENTER INTO AN AGREEMENT WITH MIAMI-DADE COUNTY TO PROVIDE PUBLIC TRANSPORTATION SERVICES TO THE RESIDENTS OF THE TOWN AND FOR THE TOWN TO PROVIDE ALTERNATIVE SUPPLEMENTAL PUBLIC TRANSIT THROUHOUT THE TOWN ON A DESIGNATED ROUTE AND SCHEDULE AS AMENDED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Surfside, Florida wishes to enter into an agreement with Miami-County, Florida and the Town to provide additional public transit services for the Town's residents; and

WHEREAS, the Town of Surfside supplemental public transit will connect with regular Miami-Dade Transit routes where the routes intersect; and

WHEREAS, at agreed upon routes and schedules the Town shall provide public transportation service charging fees in accordance with public transit fares established by the Town and in exchange Miami-Dade County shall assist the Town with technical support for planning and scheduling, including the Town's public transit services through Miami-Dade Transit's routine and public information dissemination processes and make Miami-Dade Transit's passenger maps and schedules available to the Town; and

WHEREAS, the Town Commission believes that it is in the best interest of the Town to enhance the public transportation services and can effectuate that desire by entering into an agreement with Miami-Dade County for public transportation services.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. **Conditional Authorization.** The Town Commission hereby authorizes the Town Manager to enter into an Agreement with Miami-Dade County to provide public transportation services on agreed routes and schedules which will allow for an expanded range/choice of locations to travel for the Town's residents provided that Section 8.5 Termination without Cause shall be amended to reflect that a termination without cause shall not occur without 180 days prior written notice.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED and **ADOPTED** on this _____ day of November, 2012.

Motion by Commissioner _____, second by Commissioner _____.

FINAL VOTE ON ADOPTION

Commissioner Joseph Graubart ____
Commissioner Michelle Kligman ____
Commissioner Marta Olchyk ____
Vice Mayor Michael Karukin ____
Mayor Daniel Dietch ____

_____
Daniel Dietch, Mayor

Attest:

_____
Sandra Novoa, Town Clerk

APPROVED AND TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:

_____
Lynn M. Dannheisser, Town Attorney

Interlocal Agreement Between
Miami-Dade County and the Town of Surfside
for the Provision of Public Transportation Services

This is an Interlocal Agreement, made and entered into by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as "the County" and the Town of Surfside, a municipal corporation of the State of Florida, hereinafter referred to as “the Town”.

WITNESSETH:

WHEREAS, residents of Surfside wish to enhance their transit mobility, and the operation of a municipal shuttle bus provides the opportunity of transit to match the travel needs of the residents of Surfside; and,

WHEREAS, the provision of regularly scheduled transit shuttle bus services can help decrease the need for specialized transportation services by the County; and

WHEREAS, the provision of regularly scheduled transit shuttle bus service will connect with existing Miami-Dade Transit (MDT) services and help increase the use of services provided by MDT; and

WHEREAS, the Town has sponsored and is willing to provide an alternative form of supplemental public transit throughout the Town and has secured and obligated the necessary funds to provide;

NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the County and the Town agree as follows:

ARTICLE 1

DEFINITIONS

1.1 "ADA" shall mean the Americans with Disabilities Act of 1990, as amended

1.2 "Contractor" shall mean any entity, public or private providing public shuttle bus services as described in this Agreement under contract to the Town.

1.3 "Shuttle bus" shall mean fixed route or semi-fixed route public transportation shuttle bus services where at least seventy (70%) percent of the route is within the Town and said shuttle bus service is operated by the Town , directly or by contract, pursuant to this Agreement and Chapter 31 of the code of Miami-Dade County.

1.4 "The County" shall include Miami-Dade County, the Miami-Dade Transit Miami-Dade. Consumer Services Department, and authorized representatives thereof.

1.5 "The Town " shall mean Town of Surfside and authorized representatives there.

1.6 "FDOT" shall mean the Florida Department of Transportation and authorized.

1.7 "MDT" shall mean the Miami-Dade Transit and authorized representatives thereof.

1.8 "USDOT" shall refer to the U.S. Department of Transportation, its rules and regulations and representatives thereof.

1.9 "FTA" shall mean the Federal Transit Administration, its rules and regulations, representatives thereof.

1.10 "RER" shall mean the Regulatory and Economic Resources Department of Miami-Dade County

1.11 "PTRD" shall refer to the Passenger Transportation Regulatory division Of Regulatory And Economic Resources .

1.12 "Federal Reporting Requirements" shall mean those requirements referenced in 49 CFR Section 5335(a), as may be amended from time to time, and found in the National Transit Database Reporting Manual published by the FTA.

1.13 "Fares" for the shuttle bus service shall mean individual transportation fees paid by public transit passengers in accordance with a schedule of fares adopted by County Ordinance.

1.14 "STS", Special Transportation Service, is the component of the conventional transit system designed to provide comparable shuttle bus service to disabled individuals as mandated in the ADA.

ARTICLE 2

GENERAL REQUIREMENTS

2.1 Compliance with Applicable Laws and Regulations. The Town and its contractors, if any, shall comply with all existing and future laws, statutes, ordinances, codes, rules, regulations and procedural requirements, whether federal, state, or local, which are applicable to or in any manner affect, the provision of Town of Surfside Shuttle bus Services. The Town shall be responsible for ensuring compliance of its employees, contractors, agents, or assigns with all applicable county, state and federal requirements, including, but not limited to, all safety, mechanical, and vehicular standards mandated by MDT and RER. The Town shall be responsible for obtaining copies of the appropriate laws, regulations, ordinances, and documents and complying therewith.

2.2 The County Regulatory Requirements. Prior to the commencement of the shuttle bus service under this Agreement, the Town and/or its contractors, if any, shall have current and valid certificates of transportation, permits, and chauffeur registrations as required by Chapter 31 of the Code of Miami-Dade County. The Town and its contractors shall maintain such certificates, registrations and permits current during the Period of this Agreement. In no event shall the Town or any of its contractors provide any transportation services contemplated by this Agreement until any and all County regulatory requirements are satisfied.

2.3 Vehicle Licensing. All vehicles utilized to provide transportation services shall at all times be properly licensed and permitted in accordance with applicable federal, state and county requirements. Vehicle operators shall comply with all safety, mechanical and vehicular standards mandated by any applicable county, state and federal requirements including, but not limited to, all safety, mechanical and vehicular standards mandated by MDT and RER.

2.4 Vehicle Standards. Vehicles shall comply with all of the Requirements contained in Chapter 30 and 31 of the Code of Miami-Dade County, pertinent state statutes and other directives as may be prescribed and required by RER or MDT. All vehicles utilized to provide transportation services authorized by this Agreement shall at all times display a current and valid county permit and shall comply with safety, mechanical and vehicular requirements mandated by applicable county, state or federal requirements, including ADA.

2.5 Chauffeur Requirements. Vehicle chauffeurs shall at all times have a current and valid county chauffeur's registration, vehicle chauffeurs shall also comply with any safety, mechanical and vehicle standards mandated by applicable county, state and federal requirements and as may be prescribed and required by RER or MDT.

2.6 Proof of Compliance Prior to Operation. The Town and/or its contractors, if any shall provide the County with proof of compliance with licensure, insurance and any other requirements mandated by the Code of Miami-Dade County, state statute or federal law prior to commencement of the shuttle bus service.

2.7 Purchase of Services/Sole Responsibility. The parties agree that this Agreement is a contract for the purchase of transportation services provided by the Town for the benefit of citizens of Town of Surfside and of the County. Town employees, agents and contractors providing transportation services shall be considered to be, at all times, solely employees, agents and contractors of the Town under its sole direction and not employees, agents or contractors of the County.

2.8 Compliance with ADA. The Town's shuttle bus services shall comply with all applicable requirements of the ADA. The Town and the County recognize their joint obligation to provide STS in the area served by the Town's Shuttle bus service. In fulfillment of the Town's obligation, the Town hereby contracts with the County to provide STS Service at no cost to the Town. To the extent that any terms in the Agreement are in conflict with ADA, the requirements of the ADA shall control.

2.9 Compliance with Procurement Requirements. The Town agrees to comply with applicable federal and state procurement requirements, as may be amended from time to time, when entering into contracts with third parties to fulfill the obligations under this Agreement.

2.10 County's Right to Submit Proposals and Bids. The County shall be given the opportunity to bid upon any Requests for Proposals, Requests for Qualifications, or Requests for bids which the Town shall be considering, along with private contractors, for provision of services to be provided by the Town pursuant to this Agreement.

2.11 Drug-free Workplace and Testing. In accordance with the Code of Miami-Dade County, the Town shall certify that it will have drug-free workplace program. Further, the Town shall require pre-employment drug testing and other periodic drug testing for all persons holding safety-sensitive positions, as defined by USDOT, related to transit operation. Effective upon execution of the Agreement, the Town shall require that its employees or contractor if applicable, comply with all applicable requirements of the USDOT regulations for drug and alcohol testing. To the extent that any terms in this Agreement are inconsistent with the USDOT regulation, the requirements of the USDOT shall control.

2.12 Town Representative. The Town shall designate individual(s) to act as liaison to the County and notify the County thereof. The Town shall promptly notify the County of any changes.

2.13 County Representative. The County shall designate individual(s) to act as liaison to the Town and notify the Town thereof. The County shall promptly notify the Town of any changes.

2.14 Amendments or modifications. Unless provided otherwise elsewhere in this Agreement, amendments and modifications to this Agreement must be in writing and shall require the signatures of the County Mayor or designee and the Town Manager, or their designees, subject to authorization by their respective Boards. Notwithstanding the foregoing, amendments to this Agreement regarding alignments, schedules, and fares, as described in Section 2-150 (c) of the Miami-Dade County Code, may be approved by the County Mayor or designee and the Surfside Town Manager or their designees.

ARTICLE 3

TOWN OF SURFSIDE TRANSPORTATION SERVICES

3.1 Provision of Town Shuttle Bus. The Town shall provide public transportation service on one or more routes and schedules within the Town of Surfside contained in **Figure 1**, a copy of which is attached. Changes to **Figure 1** shall be consistent with Chapter 31 of the Code of Miami-Dade County and be effective only upon the written consent of the County Mayor or designee and the Surfside Town Manager or their designees.

3.2 Fares. The Town shall operate the shuttle bus service charging in accordance with public transit fares established by the Town, as may be modified from time to time. Initially no fare shall be collected until such a time as the Town enacts legislation with an alternate fare structure.

If an alternate fare structure is enacted, the Town shall accept MDT fare media including Easy Cards, Tickets, and identification entitling a passenger to ride the Shuttle Bus without paying an additional fare. Qualified passengers shall pay no fare.

3.3 Connection and Coordination with County Bus Routes. The Shuttle bus shall connect with regular County Metrobus routes at points where the routes, intersect, merge or diverge.

3.4 Operation of Routes Their Entirety. The Town shall be responsible for ensuring that Shuttle bus routes are operated in their entirety with no deviation from the approved routes and schedules unless otherwise authorized by the Town.

3.5 Shuttle Shown on County Bus Schedules. The County shall provide information on the Town 's Shuttle bus service through MDT's routine and customary public information dissemination processes, including its transit information telephone service, and transit website.

3.6 Issuance of Shuttle Bus Schedules. The County shall make available to its Metrobus, Metrorail and Metromover passengers map and schedules provided by the Town to MDT.

3.7 Planning and Scheduling of Shuttle Bus Routes. The County, through the MDT Director or his designee, may assist the Town staff with technical support for planning and scheduling of Town shuttle bus services.

3.8 Use of Logo. The Town may wish to design a logo uniquely identifying its shuttle bus service. If they do so, such logo shall at all times be displayed on the exterior of all vehicles in operation pursuant to this Agreement. The County shall allow the display of the Shuttle bus logo on the County's bus stop signs at all stops common to the Town and where the County bus routes does not interfere with previously placed signage, and is done in coordination with MDT staff. The Town shall be responsible for placing the logo on the pertinent signs.

3.9 Bus Stop Signs and Signposts. The Town may provide, install and maintain bus stop signs and signposts at stops along the Town's Shuttle bus routes. In the event that the Town , its contractor, licensee, permittee, or assignee installs sign facilities that can accommodate Metrobus bus stop information, the County may elect to utilize the Town 's sign facility to display Metrobus bus stop information. If such election is made, MDT shall provide to the Town the materials to be displayed on the bus stop sign facility, in the size and format to be specified by the Town and the Town will remove the County's signs and return the signs to the County. The Town shall be responsible for installing the Metrobus stop information in/on the bus stop sign facility.

3.10 Bus Passenger Shelters and Benches
The Town shall, at its sole option, provide, install, and maintain bus shelters, benches and other bus stop furnishings, at those bus service stops along the Town's route where the Town, or its contractor, feels that there is a need for such furnishings. The Town agrees that it will be the responsibility of the Town to comply with all ADA standards regulations with regards to accessibility to and from bus passenger stops and bus shelters within the Town.

3.11 Bus Stops and Bus Bays or Pull-outs. The Town shall, at its sole option, provide, install, and maintain bus stop sites, including bus bays or pull-outs at stops along the Town 's shuttle bus routes, provided that any proposed bus bays or pull-outs are first reviewed and approved by the County or State, as appropriate.

3.12 Non-Interference and Non-Disturbance. The County and the Town hereby mutually agree not to interfere with or unreasonably impede the free flow of pedestrian movement or of each other's public transit vehicular traffic or passengers accessing or egressing Metrobus or Surfside Shuttle bus in-service vehicles.

ARTICLE 4

RECORDS AND REPORTS

4.1 Reporting Requirements. The Town shall collect or assure the collection of all information required for Federal and State reporting purposes, and shall provide collected and compiled information to the County no less often than quarterly. The Town shall annually prepare and submit to the County a copy of said reports no later than ninety (90) days after the close of the County's fiscal year.

4.2 Additional Information. The Town shall provide additional information about the Town Shuttle bus service operations as requested by the County within thirty (30) days, unless a different time period is agreed upon by the Town and the County.

ARTICLE 5

INSURANCE

The parties hereto acknowledge the Town is self-insured governmental entity subject to the limitations of Section 768.28, F.S. The Town shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provision of Section 768.28, F.S. The Town shall collect and keep on file documentation of insurance of any and all private providers operating in the Town of Surfside Shuttle bus service routes. In the event that the Town contracts with a private vendor for services, the Town shall require contractor to meet the insurance requirements shown in **Figure 3**, as minimum. The Town shall further require the private operator to include the County as a named insured and shall provide the County with a copy of the insurance policy purchased by any contractor prior to the provision of Shuttle bus service operations.

Figure 3
Insurance Check List

1. Worker's Compensation and Employer's Liability per the statutory limits of the state of Florida.

2. Commercial General liability (occurrence form), limits of liability $1,000,000 per occurrence for bodily injury property damage to include premises/ operations; products and completed operations; independent Contractors; broad form property damage endorsement and contractual indemnity (hold harmless endorsement exactly as written in "insurance requirements" of specifications).

3. Automobile Liability- $ 1,000,000 each occurrence owned/non-owned/ hired automobiles included.

4. Excess Liability- $_____.00 per occurrence to follow the primary coverage.

5. The Town must be named as an additional insured on the liability; and it must be stated on the certificate.

6. Other Insurance as indicated:

_____Builders Risk completed value	$_____
_____Liquor liability	$_____
_____Fire legal liability	$_____
_____Protection and indemnity	$_____
_____Employee dishonesty bond	$_____
_____Other blanket fidelity bond	$10,000.00

7. Thirty days written cancellation notice required

8. Best's guide rating B+: VI or better, latest edition.

9. The certificate must state the bid number and title.

ARTICLE 6

INDEMNIFICATION

6.1 The Town shall, to the extent permitted by law at all time hereafter, indemnify and hold harmless the County, and its officers, agents, employees and instrumentalities from any and all liability, claims, losses and causes of action, including attorneys' fees an and costs of defense which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands suits, causes of actions or proceedings of any kinds or nature arising out of, or relating to or resulting from the negligence of the Town and/or its officers, employees, agents or instrumentalities, during the term of this Agreement. The Town shall pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. The Town expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Town shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County, its officers, employees, agents or instrumentalities or any other related third party. This paragraph is subject to the limitations of Section 768.28, F.S.

6.2 The County shall, to the extent permitted by law at all times hereafter, indemnify and hold harmless the Town , and its officers, agents, employees and instrumentalities from any and all liability, claims, losses, and causes of action, including attorneys' fees and costs of defense which the Town or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes, of actions or proceedings of any kind or nature arising out of, or relating to or resulting from the negligence of the County and/or its officers, employees, agents or instrumentalities, during the term of this agreement. The County shall pay all claims and losses in connections therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Town , where applicable, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys fees which may issue thereon. The County expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the County shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the Town from any liability or claim arising out of the negligent performance or failure of performance of the Town, its officers, employees, agents or instrumentalities or

any other related third party. This paragraph is subject to the limitations of Section 768.28, F.S.

6.3 In the event the Town contracts for transportation services authorized by this Agreement, the contractor shall, in its contract shall, in its contract with the Town , be required to indemnify and hold harmless the County, and its officers, agents employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including reasonable attorneys' fees and cost of defense which the County, the Town or their officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, or relating to or resulting from the provision of transportation services by the contractor and/or its officers, employees, agents or independent contractors. The contractor shall be required to pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County and Town , where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fee which may issue thereon. The Town shall require that the contract between and Town and the contractor include a provision which states that the contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County and the Town or their officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County and the Town from any liability or claim arising out of the negligent performance of the County and the Town, their officers, employees, agents or instrumentalities or any other related third party.

ARTICLE 7

FINANCIAL ASSISTANCE

7.1 Grant Matching Funds. The Town shall, at its sole option, provide grant-matching funds for state and/or federal grants for capital or operating funds to be used for the Transportation Services. The County, upon agreement with the Town , may, but shall not be required to, provide all or part of cash or other types of matches required for state and federal grants which may be received by the Town for the Shuttle bus service, or for expansion of the Shuttle bus service, in future years.

7.2 Town 's Share of supplemental Federal Funding. Beginning with the first year in which the shuttle bus service's operating statistics are reflected in the National Transit Database, where those operating statistics result in new or supplemental funds are solely attributable to the Shuttle bus service's properly reported operations, the County agrees to pay the Town its attributable share of federal formula funds received from USDOT no less than sixty(60) days after funding is received from the federal government, less any direct grants received by the Town from the County for the Shuttle bus, provided that the funds remitted to the Town herein shall be used for the expansion, enhancement or maintenance of the Shuttle bus service program.

As used herein, the Town's attributable share shall be one half of the amount equivalent to those Supplemental Urbanized Area Formula Funds, as described in 49 U.S.C, Section 5307, as may be amended from time to time, that the County received as a direct result of Shuttle bus serve operations provided by the Town pursuant to this Agreement and as included in the National Transit Database. Said attributable share shall be calculated utilizing the following formula:

Multiply the Town 's properly reported annualized Bus Revenue Vehicle Miles statistic that was used in the apportioned federal programs for a fiscal year "Unit Value for Bus Vehicle Miles for Urbanized Areas over 1,000,000" as reported in the table of Unit Values for Formula Grant Apportionments, published annually in the Federal Register; and then multiply that amount by 0.5.

NOTE: Historically, apportioned funds are allocated to the County two (2) years after Bus Revenue Vehicle Miles are reported to federal government.

7.3 Town 's Share of Supplemental State Funding. In the event that the Shuttle bus operations contribute to an increase in the County's State transportation funding, beginning with the first year in which service is reflected in State's reporting system, the County agrees to pay the Town its attributable share (one half of the supplemental funding), as defined in paragraph 7.2 above, of new or supplemental state Transportation Block Grant funding received by the County from FDOT no less than sixty (60) days after funding is received from the State less any direct grants received by the Town from the Count for the Shuttle. The State funding formula can be found at Section 341.052(6), F.S.

7.4 Comparable Agreements. In the event that the County enters into an Interlocal Agreement with any other municipality for Shuttle bus services which are comparable to the services provided herein, County agrees to amend this Agreement, if requested by the Town, to provide substantially equivalent favorable terms to the Town as those provided in such other County/ Municipal Interlocal Agreements.

ARTICLE 8

TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

8.1 Terms of Agreement. This Agreement commenced upon approval of the board of County Commissioners and the Commission of Town of Surfside and the execution by the County Mayor or designee and the Town. This agreement shall remain in force for five years thereafter. This Agreement is subject to two five-year automatic renewals under the same contract terms and conditions, all parties have the right to terminate (see 8.4 and 8.5).

8.2 Renegotiation or Modification. Any substantive changes in the level of service to be provided by the Town as set forth herein shall only be implemented after the County and the Town have entered into a written agreement describing the changed services and the provisions of the County Code have been exercised.

8.3 Title VI and VII Civil Rights Act of 1964. The Town and its Contractors shall not discriminate against any person because of race, color, sex, religious background, ancestry or national origin in the performance of the Agreement.

8.4 Termination for Cause. This agreement may be terminated for cause by either party upon no less than thirty (30) days written notice to the other party, except when Shuttle operations are in violation of health and/or safety-related provisions of state statutes or the Code of Miami-Dade County, in which case termination shall be determined by the County Mayor or designee. Said notice shall be delivered by verified facsimile transmission or certified mail, return receipt requested. The noticed party shall have the opportunity to cure any stated cause for termination within a reasonable notice period, in which case the termination party may cancel the termination notice using the same means by which the notice of termination delivered.

8.5 Termination without Cause. The County or the Town may terminate this Agreement without cause upon no less than One Hundred Eighty (180) days written notice to the other party. If the County or the Town terminates this Agreement with or without cause, the Town agrees to reimburse the County on a prorated basis for financial assistance it has received for the year.

8.6 Notices. All notices and other communications required to be remitted pursuant to this Agreement to either party hereto shall be in writing and shall be delivered by verified facsimile transmission or certified mail, return receipt requested, to the parties at the address indicated below:

FOR MIAMI- DADE COUNTY:

Miami-Dade Transit
701 NW 1st Court
Miami, Florida 33136
Attention: Director, Miami-Dade Transit
Fax: (786) 469-5406

FOR TOWN OF SURFSIDE

Roger M. Carlton, Town Manager
The Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
Phone: (305) 861-4863
RCarlton@townofsurfsidefl.gov

8.7 Complete and Binding Agreement. This writing embodies the full and complete agreement of the parties. No other terms, conditions or modifications shall be binding upon the parties unless in writing and signed by the parties.

8.8 Execution. This document shall be executed in five (5) counterparts, each of which shall be deemed an original.

8.9 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

By: _____

TOWN OF SURFSIDE
A Municipal Corporation of
the State of Florida

by: _____
Date:_____
Town Manager
Roger M. Carlton
TOWN OF SURFSIDE
Town Hall
9293 Harding Avenue
Surfside, FL 33154
Phone: (305) 861-4863

ATTEST:

HARVEY RUVIN, CLERK

By: _____

DEPUTY CLERK

Miami-Dade County, a political
Subdivision of the State of Florida

By Its Board of County
Commissioners

By: _____
Date:_____
Carlos A. Gimenez
Miami-Dade County Mayor

Approved by County Attorney as
to form and legal sufficiency ____

COMMITTEE APPOINTMENTS

PLANNING & ZONING
Peter Glynn (Dietch)
Armando Castellanos (Graubart)
Lindsay Lecour (Karukin)
Jennifer Dray (Kligman)
Carli Koshal (Olchyk)
Daniel Dietch (Liaison)
DESIGN REVIEW BOARD
Peter Glynn (Dietch)
Armando Castellanos (Graubart)
Lindsay Lecour (Karukin)
Jennifer Dray (Kligman)
Carli Koshal (Olchyk)
Vacant
Jorge Gutierrez
PERSONNEL APPEALS BOARD
Brian Dooreck (Dietch)
Vacant (Graubart)
Niza Motola (Karukin)
Jayme Bengio (Kligman) - Appointed on October 18, 2012
Norma Parron (Olchyk)
Daniel Dietch (Liaison)
PARKS & RECREATION
Elizabeth Salzhauer (Dietch)
Vacant (Graubart)
Retta Logan (Karukin)
Doris Obregon (Kligman)
Arni Notkin (Olchyk)
Marta Olchyk (Liaison)
TOURIST BOARD
Barbara Cohen (Dietch)
Randi McBride (Graubart)
Ricardo Maulin (Karukin)
Eli Tourgeman (Kligman)
Barbara McLaughlin (Olchyk)
Joe Graubart (Liaison)
PENSION BOARD
Julio Torres (PD Elect)
Yamileth Slate-McCloud (Employee Elect)
Roger Carlton (Secretary)
Stan Bershad (Resident) - Appointed by Commission
Michael Feldman (Resident) - Appointed by Commission

POLICE OFFICERS PENSION TRUST
Loxley Arch III (PD Elected)
John Gentile (PD Elected)
Joe Matthews (PD Elected)
Roberto Silvagni (Resident) - Appointed by Commission
Eduardo Yero (Resident) - Appointed by Commission

IT COMMITTEE
Sandra Argow (Dietch)
Vacant (Graubart)
Albert Caballero (Karukin)
Sam Levine (Kligman)
Adam Markow (Olchyk)
Michael Karukin (Liaison)

PARKING STRUCTURE ADVISORY COMMITTEE
Vacant (Dietch)
Jessie Flax (Graubart)
Vacant (Karukin)
Vacant (Kligman)
Vacant (Olchyk)
Vacant (Liaison)

Revised 10/2012

Town of Surfside
Commission Communication

Agenda Item #: 9B

Agenda Date: November 13, 2012

Subject: Calvin Giordano and Associates (CGA) Agreement Update

Background: The CGA Agreement has been the subject of much discussion over the years. The Administration's position on this issue was formalized in Agenda No. 9B on the October 9, 2012 Town Commission agenda (Attachment 1). Due to the length of the agenda, this matter was not addressed.

Analysis: The Administration's position has not changed. The engineering, architecture and landscape design elements of the Agreement should be put out to bid under the procedures outlined in FS 287-055 Consultants' Competitive Negotiation Act (Attachment 2) which requires that the ranking may not be done by price. In fact, price is not negotiated until after the selection is made. This process will require 4 – 6 months and a good bit of Staff time. If the Town Commission gives direction to put this element of the CGA contract out to bid, there may still be necessary work for CGA (anything over $8500 will be brought to the Town Commission) and CGA may be a bidder on the new relationship. Staff also intends to bring the RFP to the Town Commission for review to eliminate any allegations that may arise regarding the propriety of the process.

Staff further recommends that the Planning/Community Development (Sarah Sinatra) and IT/Telecommunications (Jose Feliz) elements of the contract remain in place. There is excellence here at a reasonable price that we need to continue to manage all the activities that are happening in this very busy time.

Review of all work orders since inception of the CGA Agreement: Commissioner Kligman requested a review of all CGA work orders on September 28, 2012 (Attachment 3). That request was made to the Town Attorney who passed the research on to the Town Manager. The results of this extensive study (Attachment 4) which required hours of Staff time are as follows:

1. All work orders which fall within the Town Manager's authority (three Managers) have executed proposals for their backup.

2. All work orders exceeding $8500 which fall within the CGA Agreement approved Scope of Work based on the original RFP (Attachment 4) and Agreement (see Attachment 5) have Town Commission resolutions to demonstrate appropriate approvals.

3. All work orders exceeding $8500 which were not included in the original Scope of Work have Town Commission resolutions to demonstrate appropriate approvals.

4. There are two work orders for which we cannot find Town Commission resolutions (Attachment 6). The first was authorized by W.D. Higginbotham in 2007 and related to surveying the Coastal Construction Line. The second was authorized by Gary Word in 2008 and related to developing a sanitary sewer maintenance plan. The fact that we cannot find resolutions or that the minutes of the Town Commission meetings are silent is not proof that Town Commission approval was not given as the recordkeeping at that time left much to be desired.

Summary: It is the fervent hope of the Administration that this Agenda Item will close out the debate and that direction as described will be given. There is much engineering/architecture/landscape design work to be done such as the design of the new downtown improvements funded with the $400,000 voluntary proffer from the Surf Club and we need to move forward.

Department Head

Town Manager

Attachment “1”

Commission Communication

Agenda #: 9B

Date: October 9, 2012

Subject: Calvin Giordano & Associates (CGA) Agreement

Background: When I first arrived in Surfside, one of the many issues outstanding was a perception that Calvin Giordano & Associates had not provided quality services to the Town, that their costs were excessive, that a forensic audit was needed and that the difficulties with the Community Center were somehow CGA's fault. This recommendation first seeks to clear the air so that an informed rational decision can be made by the Town Commission and direction given to the Town Manager and Town Attorney on how to move forward.

1. CGA has provided quality services to the Town. The work done on the Water/Sewer/Storm drainage project, the support given to the Administration in completing the Community Center timely and on budget, special studies that have increased our ability to make informed recommendations to the Town Commission, assistance in obtaining more than $2 million in grants, $21 million in financing and help in negotiating change orders have all been exemplary. Having said that, the relationship between consultants and a community is only as good as the direction and monitoring given by the Chief Administrative Official. Your Town Manager devotes whatever time is necessary to ensuring that the outcome of our relationship with CGA is the best possible for the Town as I have done with all consultants over a 42 year career.

2. CGA's costs are not excessive and in fact are at the very low end of the scale paid by other units of government. The Water/Sewer/Storm drainage project is the clear example where our fees were approximately 8 percent including construction inspection. Many communities pay nearly double or more this percentage for the same work. The same is true for the special studies the firm does for the Town and all work orders are negotiated to the lowest dollar possible given the nature of the work.

3. A forensic audit is used when there is a strong potential for criminality. This subject was addressed during the November 9, 2010 Town Commission Meeting during which the Town Commission reviewed a detailed memorandum describing the various levels of audits (Attachment 1).

After some discussion, the Town Commission determined that there was no basis for a forensic audit and the expenditure of more than $50,000 was not warranted.

4. The Community Center history should be a classic case of poor governance. Please remember that CGA did not design the Community Center nor did it have any role in the decision making process regarding the number of floors that led to many delays that this Town Manager inherited and solved with full support from the Town Commission that hired me. Plainly stated, we could not have opened the Community Center on time and within the budget without the extraordinary work of Paul Gioia, Bill Evans, Tim Milian and Chris Giordano who worked tirelessly to make a difficult design from AECOM come to life and who worked seven days a week for months to make a weak contractor with poor subcontractors deliver a building that met or exceeded all contractual requirements. Again, any consultant is as good as the Administration requires them to be and in this case CGA was an integral part of the solution.

Analysis: In this day and age of blogs, guilt by coffee table juries and distortion of the facts for reasons having nothing to do with the issues at hand, it is important to develop a go ahead strategy that works to the best advantage of the Town. Therefore the following strategy is recommended:

1. Maintain our current relationship with CGA for IT support for the Town's operation including the critical functions of the Police Department and broadcasting Channel 77. This agreement cost $75,049 annually and Jose Feliz has done a very credible job of keeping our complex system up to date and working with very little downtime. He is a member of the Surfside family and is respected and liked by all the people he serves.

2. Maintain our current relationship with CGA for Planning and Community Development Services. The CGA team led by Sarah Sinatra has become a resource for the development of dozens of ordinances, comprehensive plan updates, negotiations with developers leading to millions of dollars of voluntary proffers and buildings that will be an asset to the community. Sarah is backed up by Shelly Eichner who is one of the most respected planners in the State of Florida as well as a group of transportation planners, landscape designers and engineers who collectively support our Design Review Group and Development Impact Committee. The members of the Planning and Zoning/ Design Review Board are comfortable with Sarah's approach and competence. To make a change in this relationship at this time would be very detrimental to shaping and improving the many major developments currently impacting our Town as well as the increasing number of small projects emerging as the economy improves. The basic cost of these services is $149,135 annually and additional costs for review of major projects are paid by developers.

3. Regarding the engineering, architecture, landscape design and IT services element of the current CGA agreement, there has been one new CGA substantial work order (seawalls) since these services were competitively rebid in 2011. The 2011 staff recommendation and the award to a rotation of nine firms is attached. (Attachment 2 and 3). The 95th Street project was awarded to Bermello Ajamil & Partners, Inc., the Graphics/ Way-finding/ Parking Lot Renovation project was awarded to FTE Inc., the Parking Structure Feasibility Study was in part awarded to C3TS and the website design and hosting was awarded to e-City Services, LLC.

There have not been any other new significant architectural/ engineering/ landscape design/ IT awards made since the new firms were selected.

Should the Town Commission accept this recommendation, a new procurement utilizing the Competitive Consultants Negotiation Act (CCNA) procedures would be implemented. The steps would be as follows:

a) Prepare a Request for Proposals and bring it to the Town Commission for approval (60 days);

b) Advertise, hold a pre-proposal conference, receive proposals, rank with a combined staff/citizens committee (75 days); and

c) Bring a recommendation for the rotation firms with negotiated agreements to the Town Commission for approval using multiple vendors (60 days). This means that we would have new vendors, perhaps including CGA if they choose to compete, by April 2013.

Please remember that the CCNA does not allow proposals to be submitted or ranked using price as a factor. There is no guarantee that the cost will be met or reduced through the recommended process. Once the proposals are ranked, the negotiations begin for price and other contract terms. Often, the proposed contract net of price, is included in the RFP so that the terms are known in advance. The length of the contract is recommended to be three years with two one year renewals. Depending on how many proposals come in, it is further recommended that at least six firms be selected so that two are available in each of the three disciplines.

Conclusion: It is time to move forward with a new process for the provision of architecture/ engineering and landscape design services per the CCNA even though some of the nine (9) new firms selected by the previous Town Commission have received work and they proposed on the expectation that they would be in the queue for up to three years. It is my strong recommendation that the Town continues to utilize the services of CGA for IT and Planning and Community Development. The Town should also reserve the right to have special procurements for major complex projects such as the second floor of the Community Center should that project become a reality.

Recommendation: To compete the engineering, architecture and landscape architecture elements of the Calvin Giordano and Associates agreement per the requirements of the Florida Competitive Consultants Negotiation Act (CCNA) and to maintain the services of CGA for IT Support, Channel 77 and Planning and Community Development.

Roger M. Carlton
Town Manager

Town of Surfside
Commission Communication

Agenda Item #

Agenda Date: November 9, 2010

Subject: Audits

Objective: This item has been placed on the agenda for the November 9, 2010 Commission meeting in order to seek your guidance regarding any audits desired by the Town Commission beyond the Comprehensive Annual Financial Report (CAFR) that we will provide for FY 2009-2010.

Recommendation: Should the Town Commission give direction regarding any additional audits, Staff will obtain a cost estimate prior to seeking final direction.

Background: During my early interviews with the Town Commission and over the past six weeks, questions regarding various forms of audits have come up. I asked our external auditor, Michael Futterman, of Marcum Rachlin to prepare a report regarding the types of audits available to local government. That report is attached for the Town Commission's review. (Attachment A)

Analysis: n/a

Budget Impact: To be determined if direction given to the Town Manager to obtain pricing for any additional audits.

Growth Impact: n/a

Staff Impact: n/a

Department Head

Roger M. Carlton, Town Manager

cc: Debra Eastman, Town Clerk
Martin Sherwood, Finance Director
Lynn Dannheisser, Town Attorney
Michael Futterman, Marcum Rachlin

MARCUM
RACHLIN
ACCOUNTANTS & ADVISORS

October 8, 2010

Roger Carlton, Town Manager
Town of Surfside, Florida

Re: Description of various Types of Audits

Dear Roger:

Pursuant to our discussion, we have briefly described various types of "audit" engagements.

Financial Statement Audits

A financial statement audit provides reasonable assurance about whether the financial statements of the audited entity present fairly the financial position, results of operations in conformity with accounting principles generally accepted in the United States of America (GAAP).

Since an auditor works within economic limits, the audit opinion, to be economically useful, must be formed in a reasonable time and at reasonable cost. The auditor must decide, exercising professional judgment, whether evidence available within limits of time and cost is sufficient to justify an opinion which is the concept of reasonable assurance. The limits relate to materiality and risk. The concept of materiality is information important enough to change a user's of the financial statements decision. Insignificant information has no effect on decisions, so there is no need to report it. Materiality includes the absolute value and relationship of an amount to other information.

In a financial statement audit, the auditor examines an organization's financial documents and performs testing based on samples to determine if that entity's financial statements conform to accounting GAAP and in the Governmental sector, to ensure that the financial statements conform to GAAP as applied to local governments . Again, the purpose of the audit is to provide reasonable assurance that the financial statements, and assertions provided by the organization's management, are complete and accurate in all material respects in relation to the financial statements taken as a whole. In a financial audit, the audited entity does not or cannot dictate the procedures to be performed; an audited entity can express concerns which will be assessed and addressed, within limitations. If there are very specific concerns, that is when a different type of audit may be necessitated to meet the needs of the concerned parties.

MARCUMGROUP
MEMBER
MarcumRachlin a Division of Marcum LLP
One Southeast Third Avenue ▫ Tenth Floor ▫ Miami, Florida 33131 ▫ Phone 305.377.4228 ▫ Fax 305.377.8331
marcumrachlin.com

Auditors must follow Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants and in Florida, auditors must also follow Government Auditing Standards. These are the professional standards that govern these types of audits and are what all auditors must follow in performing these types of audits.

The financial statements that are audited are referred to as the basic financial statements and include Management's Discussion & Analysis (MD&A), Government-wide financial statements (financial statements that are similar to what a for-profit entity would prepare), fund level financial statements, notes to the financial statements, required supplementary information and other fund level supplementary information.

Annual financial audits of local governments is required under Florida Statutes.

Financial Audits (Included in the Comprehensive Annual Financial Report (CAFR)

This financial audit is the same as described above for a financial audit, however, the financial statements under this scenario includes the basic financial statements (described above) and is expanded to include a Letter of transmittal (cover letter from the Town's Manager and Finance Director to the citizens and the elected body), and a statistical section which includes various historical statistical data about the entity (financial ratios; fund balances; revenues) dating back 10 years.

Single Audit

A Single Audit encompasses the requirements of a financial audit described above but also includes a compliance audit of federal or state grant programs in accordance with the requirements of federal and/or state regulations and the requirements of the federal and/or state granting agency. Essentially, this is two audits in one; a financial audit and a compliance audit. A Single Audit is only performed when specific thresholds are met in order for the audited entity to be subject to these special audit requirements. Currently, those thresholds are $500,000 of federal expenditures or state expenditures in a given fiscal year. There are very special and unique reporting requirements when an entity is subject to federal and or stet single audit.

Forensic Audit

A forensic audit is an examination of an organization's economic affairs, resulting in a report designed especially for use in a court of law. Forensic means suitable for use in a court of law.

A forensic audit can have several goals, including mapping cash flow/cash transactions or identifying accounting errors. They are used whenever lawyers or law enforcement officials need reliable data on a party's financial status or activities. For Example, if an elected official or employee of an entity is accused of accepting bribes, the FBI or state attorney's office could set up a forensic auditing team.

Forensic auditors utilize an understanding of business information and financial reporting systems, accounting and auditing standards and procedures, evidence gathering and investigative techniques, and litigation processes and procedures to perform their work. They may be involved in recovering proceeds of crime and in relation to confiscation proceedings concerning actual or assumed proceeds of crime or money laundering. While Forensic Auditors usually do not provide opinions, the work performed and reports issued will often provide answers to the how, where, what, why and who.

Another term for a Forensic Audit is a Fraud Audit. Generally, you would not want to perform a Forensic or Fraud audit unless you have specific knowledge and/or reliable information or very strong suspicions that fraud, illegal acts or irregularities has occurred. Forensic or Fraud audits can generally be very expensive as the scope of the work is uncertain; essentially, it is an investigation.

Performance Audits

A performance audit is an objective and systematic examination of evidence for the purpose of proving an independent assessment of the performance of a local government organization, program, activity, or function in order to provide information to improve public accountability and facilitate decision-making by parties with responsibility to oversee or initiate corrective actions.

Performance audits include economy and efficiency and program audits.

Economy and efficiency audits include determining, (1)whether an entity is acquiring, protecting, and using its resources (such as personnel, property, and space) economically and efficiently, (2) the causes of inefficiencies or uneconomical practices, and (3) whether an entity has complied with laws and regulations on matters of economy and efficiency. These types of audits may include whether an entity is following sound procurement practices; is properly protecting and maintaining its resources; is acquiring the appropriate type, quality an amount of resources at an appropriate cost; is using efficient operating procedures; is avoiding idleness or overstaffing; has adequate management control, system for measuring, reporting, and monitoring a program's economy and efficiency.

Program audits include determining (1) the extent to which the desired results or benefits established by the authorizing or other governing body are being achieved, (2) the effectiveness of the entities programs, activities, or functions, and (3) whether the entity has complied with laws and regulations applicable to that program. These types of audits include assessing the effectiveness of the program and/or individual program components; assessing compliance with laws and regulations applicable to that program; determine the extent to which a program achieves a desired level of program results; assess the adequacy of the management control system for measuring, reporting, and monitoring a program's effectiveness.

Agreed-Upon Procedures Engagement

One last type of engagement that can be performed what is referred to as an Agreed-Upon Procedures engagement (AUP). In this form of engagement, an entity and a consultant mutually agree upon procedures to be performed within a program, function, department, etc. so there is miscommunication as to the nature of what should be performed, the extent of what should be performed, and the timing, culminating with a report on what was done and the resulting findings.

Generally, this is the most popular type of engagement, other than an annual financial audit which is required, or a Forensic or Fraud audit which may be more appropriate when there are suspicions or allegations or evidence of fraud.

I hope you find these explanations informative. If requested, I will be available to attend the Commission meeting on November 9th to explain or discuss these types of audits in further detail or other concerns that you or the Town Commission may have.

Sincerely,

Michael Futterman

Michael D. Futterman, CPA
Partner

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RACHLIN
ACCOUNTANTS • ADVISORS
A division of Marcum LLP

RESOLUTION NO. - 2016-1981

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SELECTING FOUR (4) ARCHITECTURAL FIRMS TO PERFORM ARCHITECTURAL SERVICES FOR THE TOWN, IN RESPONSE TO RFQ NO.11-01; AUTHORIZING THE TOWN MANAGER OR HIS/HER DESIGNEE TO ENTER INTO A CONTINUING CONSULTANT AGREEMENT THE FORM AND CONTENT OF WHICH SHALL SUBSTANTIALLY CONFORM TO THE AGREEMENT CONTAINED IN EXHIBIT "A" WITH SAID ARCHITECTURAL FIRMS PROVIDED SAID AGREEMENTS ARE APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE TOWN ATTORNEY; FURTHER AUTHORIZING THE TOWN MANAGER TO DO ALL THINGS NECESSARY TO EFFECTUATE THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside, Florida issued Request for Qualifications No. 11-01 General Architectural Services for the provision of general architectural services to the Town; and

WHEREAS, the Town received seven (7) responses to said RFQ, which have been reviewed by staff; and

WHEREAS, staff recommends the following short list of Architectural firms to be called upon within the Manager's discretion:

1. Bermello Ajamil and Partners Inc.
2. Silva Architects, LLC
3. Sixto Architect Inc.
4. Wolfberg Alvarez & Partners

WHEREAS, the Town desires to use these firms for the provision of architectural services; and

WHEREAS, the Town wishes to enter into a continuing consulting agreement with the selected architectural firms for the purpose of providing on-call architectural services for various projects that may arise throughout the year; and

WHEREAS, each architectural firm shall submit work authorizations to the Town for any architectural services to be performed, prior to the delivery of such services.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Firms Selected.** The Town Commission hereby selects the following architectural firms to provide architectural services for the Town:

1. Bermello Ajamil and Partners Inc.
2. Silva Architects, LLC
3. Sixto Architect Inc.
4. Wolfberg Alvarez & Partners

Section 2. **Authorization of Town Manager.** The Town Commission hereby authorizes the Town Manager or his/her designee to enter into a continuing consulting agreement with selected firms, in substantially the same form as the agreement attached as Exhibit "A" provided said agreements are approved as to form and legal sufficiency by the Town Attorney.

Section 3. **Further Authorization of Town Manager.** The Town Manager is hereby authorized to do all things necessary to effectuate this Resolution.

Section 4. **Effective Date.** This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 9th day of November, 2010.

Motion by Commissioner Karukin, second by Commissioner Olchyk.

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin	yes
Commissioner Edward Kopelman	absent
Commissioner Marta Olchyk	yes
Vice Mayor Joseph Graubart	yes
Mayor Daniel Dietch	yes

Daniel Dietch, Mayor

ATTEST:

Deborah Eastman, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

EXHIBIT "A"

AGREEMENT
BETWEEN THE TOWN OF SURFSIDE
AND

_____

This AGREEMENT, made and entered into by and between the Town of Surfside, a Florida municipality (hereinafter referred to as the "TOWN") and _____, (hereinafter referred to as the "CONSULTANT").

1. **SCOPE OF SERVICES**

Pursuant to this Agreement, if Engineering, the Engineering Scope of Services may include, but is not limited to, the following tasks: Survey; Geotechnical; Structural; Environmental; Traffic; Landscape Architecture; Construction Management; Construction Inspection; Construction Testing; Electrical; Hurricane Recovery and Debris Monitoring Services; General Design Work; Preparation of Complete Construction Contract Plans and Special Provisions for the Assigned Projects; Public Involvement; Post Design Services (shop drawing review and responses to Request for Information); and Bid Administration (selection and letting) or other work as may be necessary to accomplish the projects for which services are requested by the TOWN.

Pursuant to this Agreement, if Architectural, the Architectural Scope of Services may include, but not limited to, the following tasks: Design; Reports; Analysis; Graphic Conceptual Drawings; Color Selection and Coordination; Inspection; General Design Work; Preparation of Complete Construction Contract Plans and Special Provisions for the Assigned Projects; Public Involvement; Post Design Services (submittal review and responses to Request for Information); and Landscaping Layout and Design or other work as may be necessary to accomplish the Projects for which services are requested by TOWN.

This Agreement is made for the purpose of establishing the working relationship, terms and conditions between the parties on projects for which the CONSULTANT is requested by TOWN to perform professional services and the CONSULTANT agrees to perform those services for TOWN subject to the terms and conditions contained herein. Each specific project assignment or request for services will be initiated in writing by TOWN to CONSULTANT and will include a description of the project's concept.

Prior to the commencement of any work by the CONSULTANT, the TOWN and the CONSULTANT will agree upon a written scope of services prepared by the CONSULTANT which will include a detailed schedule of the services to be performed, appropriate project schedules, fee amount and payment method. In the performance of the services prescribed herein, it shall be the responsibility of the CONSULTANT to provide all salaries, wages, materials, equipment, sub-consultants and other purchased services, etc., necessary to complete said services. The Town Commission of TOWN shall review the scope of services as agreed upon by TOWN and CONSULTANT and, if approved, shall issue a written notification to the CONSULTANT of such approval ("Notice to Proceed"). Such Notice to Proceed shall constitute authorization for work by the CONSULTANT to begin.

2. **CHANGES IN THE WORK**

A. The intent of the Agreement is for the CONSULTANT to provide such basic services, and to include all necessary items for the proper completion of such services for a functional project which, when constructed in accordance with the design, will be able to be used by the TOWN for its intended purpose. The CONSULTANT shall perform, as Basic Services, such incidental work, which may not be specifically referenced, as necessary to complete the Project.

B. The TOWN and the CONSULTANT may make additions to the scope of work by mutual written agreement only. Any material change in the scope of service and any change in the fee due the CONSULTANT must be approved by the Town Commission. The TOWN may rescind work previously ordered by written instructions to the CONSULTANT. In the event of any such rescission by the TOWN, the CONSULTANT shall be entitled to receive the amount due it for such services rendered hereunder prior to the date of such rescission. The provisions of this Agreement, with appropriate changes in the CONSULTANT'S compensation and project schedule, shall apply to all modifications in work ordered.

C. In emergency situations, as determined by TOWN, the TOWN reserves the right to issue verbal authorization to the CONSULTANT with the understanding that a cost and scope of services proposal shall be issued immediately thereafter for approval.

3. SUB-CONSULTANTS

All services provided by the Sub-consultants shall be pursuant to appropriate agreements between the CONSULTANT and Sub-consultant which shall contain provisions that preserve and protect the rights of the TOWN and the CONSULTANT under this Agreement, and which impose no responsibilities or liabilities on the TOWN except as herein provided. Any approval of a Sub-consultant by the TOWN shall not in any way shift the responsibility for the quality and acceptability by the TOWN of the services performed by the Sub-consultant from the CONSULTANT to the TOWN. The CONSULTANT shall cause the names of Sub-consultants responsible for significant portions of the services to be inserted on the Plans and Specifications, subject to the approval of the TOWN. The CONSULTANT with the TOWNS approval, may employ specialty consultants to assist the CONSULTANT performing specialized services.

4. AMENDMENTS

This agreement shall not be amended, changed, modified, transferred or otherwise altered in any particular manner, at any time after the execution hereof, except by the Town Manager or by appropriate resolution of the Town Commission. The TOWN may, from time to time, make amendments or modifications to this Agreement to comply with current needs of the TOWN. All such amendments shall be presented in writing and executed by both parties. The failure or refusal by the CONSULTANT to execute a modification may result in the CONSULTANT'S removal from consideration for future work.

5. PERIOD OF SERVICE

This Agreement is effective on _____, 2010 and shall continue for a period of one (1) years from the effective date, unless terminated earlier in accordance with Section 10 of this agreement. The Agreement may be extended in its original form for a one year

period by a written agreement executed by both parties. The agreement may be extended with amended salary schedule (Exhibit B) or other amendments for a one (1) year period upon approval of the town commission.

6. PAYMENT FOR SERVICE

Payment for services will be subject to the specific terms of each assignment as authorized by a Notice to Proceed, and will be made by the TOWN in accordance with the PROMPT PAYMENT ACT. In the event that all or a portion of an invoice submitted to the TOWN for payment to the CONSULTANT is disputed, or additional backup documentation is required, the TOWN shall notify the CONSULTANT in writing within fifteen (15) calendar days of receipt of the invoice of such objection, modification, or additional documentation request. The CONSULTANT shall provide TOWN with additional backup documentation within five (5) working days of the date of the TOWN's notice. The TOWN, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The TOWN's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the Town Commission.

7. BILLING PROCEDURE

In order to expedite payment to the CONSULTANT, invoices shall be submitted to the TOWN each month detailing separately the charges for each assignment as authorized by a Notice to Proceed. In order for both parties herein to close their books and records, the CONSULTANT will clearly state "FINAL INVOICE" on the CONSULTANT's final/last billing to the TOWN. Since this account thereupon will be closed, any additional charges, if not properly included on this final invoice, are waived by the CONSULTANT.

Invoices shall include the following information:

Hourly Rate Basis - If payment is made on the hourly rate basis, the hourly rates will be billed in accordance with the rate schedule provided in Exhibit B. The hourly rate schedule will be subject to review and amendment based on mutual agreement by both parties upon each one-year anniversary thereafter.

1. Time period
2. Current Amount Due
3. Schedule of Reimbursable Expenses
4. Schedule of Labor Charges
5. Billed to Date Amounts

No supporting documents will be provided unless specifically requested by the TOWN.

Lump Sum

1. Time Period
2. Percentage Completion to Date
3. Prior Billings
4. Current Amount Due
5. Billed to Date Amounts

No supporting documents will be provided unless specifically requested by the TOWN.

8. MISCELLANEOUS

Nothing contained in this Agreement shall prevent the TOWN from retaining or employing another firm to provide the service that may be provided by the CONSULTANT under this Agreement for a project or projects. Nothing contained herein guarantees the CONSULTANT any certain amount of work or compensation.

9. AUDIT

The CONSULTANT shall make available to the TOWN of its representative all required financial records associated with the Agreement for a period of three (3) years. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the TOWN of any fees or expenses based upon such entries. Refusal of the CONSULTANT to comply with this provision shall be grounds for immediate termination for cause by the TOWN of this Agreement or any Project Agreement.

10. OWNERSHIP OF DOCUMENTS

The parties agree generally that all documentation and work product produced pursuant to this Agreement shall become the exclusive property of the TOWN and shall be provided to the TOWN upon request. Specifically:

1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the TOWN or furnished by CONSULTANT pursuant to this or any Project Agreement shall become the property of the TOWN, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to TOWN within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The CONSULTANT shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the CONSULTANT use, or permit to be used, any of the documents without the TOWN'S prior written authorization. Any reuse of such documents by the CONSULTANT without the written verification or adaptation by the TOWN for the specific purpose intended will be at the CONSULTANT's sole risk.

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

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

11. CONFIDENTIALITY

The CONSULTANT shall not, either during the term of this Agreement or any time for a period of ten (10) years subsequent to that date upon which the CONSULTANT shall leave the employment of the TOWN for any reason whatsoever, disclose to any person or entity, other than in the discharge of the duties of the CONSULTANT under this Agreement, any information which the TOWN designates in writing as "confidential." As a violation by the CONSULTANT of the provisions of this section could cause irreparable injury to the TOWN and there is no adequate remedy at law for such violation, the TOWN shall have the right, in addition to any other remedies available to it at law or in equity, to enjoin the CONSULTANT from violating such provisions.

12. GOVERNING LAW

The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any legal action or proceeding commenced under or pursuant to this Agreement shall be in Miami-Dade County, Florida.

13. DISPUTE RESOLUTION

It is the intention of the parties that whenever possible, if a dispute or controversy arises hereunder then such dispute or controversy shall be settled by arbitration in accordance with the procedure, rules and regulations of the American Arbitration Association. The decision rendered by the Arbitrator shall be final and binding upon the parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration shall be held in Miami-Dade County, Florida.

14. ATTORNEY'S FEES

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable litigation costs and attorneys' fees and other related expenses including those incurred in any appeal. If neither party prevails on the whole, each party shall be responsible for a portion of the costs of arbitration and their respective attorneys' fees as be determined by the court on confirmation.

15. TERMINATION OF CONTRACT

It is agreed and acknowledged by each of the parties hereto that the execution of this Agreement shall not be construed as a commitment or obligation by the TOWN to contract any services from the CONSULTANT or to continue the employment of the CONSULTANT hereunder.

A. TERMINATION – Without Cause – This Agreement may be terminated by TOWN for any reason or no reason upon thirty (30) calendar days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

B. TERMINATION – With Cause – This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONTRACTOR abandons this Agreement or causes it to be terminated by TOWN, CONTRACTOR shall indemnify TOWN against loss pertaining to this termination, including, but not limited to, reasonable costs incurred in transition to a replacement CONTRACTOR.

C. TERMINATION - Insolvency/Transfer of Ownership - This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the CONTRACTOR. CONTRACTOR shall notify Town Manager at least ten (10) business days before any such change in ownership of CONTRACTOR. The TOWN also reserves the right to terminate the remaining services to be performed in the event the CONSULTANT is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

Upon termination, CONTRACTOR shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. It shall also reasonably assist the TOWN and any replacement CONTRACTORs in the transition.

16. DEFAULT

An event of default shall mean a breach and failure to substantially perform as set forth in Paragraph 15 B. above of this Agreement by CONSULTANT as determined by the sole discretion of the TOWN. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include but not be limited to the following:

- CONSULTANT has not performed services on a timely basis;
- CONSULTANT has refused or failed to supply enough properly-skilled personnel;
- CONSULTANT has failed to make prompt payment to subcontractors or suppliers for any services;
- CONSULTANT has failed to fulfill representations made in this Agreement; or
- CONSULTANT has refused or failed to provide the Services as defined in this Agreement.

In the event of default, CONSULTANT shall be liable for all damages to the TOWN and others resulting from the default, including but not limited to:

- Lost funding
- The difference between the cost associated with procuring services and the amount actually expended by TOWN, including procurement and administrative costs, and

- Consequential damages.

TOWN may take advantage of each and every remedy specifically existing at law or in equity.

17. DELAY IN PERFORMANCE

If the CONSULTANT is delayed in performing any obligation under this Agreement due to a force majeure or inevitable accident or occurrence, the CONSULTANT shall request a time extension from the TOWN within five (5) working days of said force majeure or inevitable accident or occurrence. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the CONSULTANT for extra compensation unless additional services are required. Force majeure shall mean an act of God, epidemic, fire, explosion, hurricane, flood, or similar occurrence, civil disturbance or similar occurrence, which has had, or reasonable be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of Sub-consultants/sub-contracts, etc.

18. NON-DISCRIMINATION

The CONSULTANT agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1984 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11248 as amended by Executive Order 11375 and 12086.

The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The CONSULTANT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the TOWN setting forth the provisions of this non-discrimination clause.

The CONSULTANT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 708), which prohibits discrimination against the handicapped in any Federally assisted program.

19. CONFLICT OF INTEREST/CODE OF ETHICS

To avoid any conflicts of interest, or any appearance thereof, CONSULTANT, for the term of this Agreement, agrees that it will not represent any private sector entities (developers, corporations, real estate investors, etc.) in Surfside, Florida, without first

notifying the TOWN of the services to be performed. If after such notification the TOWN reasonable determines that material conflict exists, CONSULTANT will not perform such conflicting work. The conditions and requirements of this paragraph will also apple to any subcontractors utilized by the CONSULTANT in completion of the work tasks under this Agreement. CONSULTANT shall comply with all applicable Conflict of Interest provisions of State of Florida Statutes, Miami-Dade County Code, and Surfside Code. The code of ethics of the involved profession shall also be incorporated in this Agreement by this reference.

20. INSURANCE

The CONSULTANT shall, at its sole cost and expense, maintain Professional Liability and Errors and Omissions Insurance with coverage in such amounts as listed in Exhibit A.

The CONSULTANT has and will maintain insurance, including workmen's compensation, comprehensive general liability, and comprehensive automobile liability and property damage insurance.

The attached Exhibit A identifies the coverage and limits of insurance applicable to this Agreement, and fully incorporated herein by reference. Insurance required of the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by the TOWN. Such insurance shall not diminish CONSULTANT's indemnification and obligations hereunder. The insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida with a minimum A.M. Best's Insurance Guide rating of A-Excellent. **Before any work under this Agreement is performed, and at any time upon request, CONSULTANT shall furnish to the TOWN certificates of insurance evidencing the minimum required coverage and shall be appropriately endorsed for contractual liability, with the TOWN named as additional insured except for Professional Liability and Worker's Compensation.** All policies shall contain a waiver of subrogation endorsement. All policies and certificates shall be in forms and issued by insurance companies acceptable to the TOWN. All certificates of insurance shall provide that the policies may not be cancelled or altered without thirty (30) days prior notice to the TOWN. CONSULTANT shall also require and ensure that each of its sub-Consultants providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limitations specified herein. ANY EXCEPTIONS TO THE INSURANCE REQUIREMENTS IN THIS SECTION MUST BE APPROVED IN WRITING BY THE TOWN.

21. ASSIGNMENTS

This Agreement shall be binding upon and shall inure to the benefit of the TOWN and to any and all of its successors and assigns, whether by merger, consolidation, transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, this Agreement is personal to the CONSULTANT and it may not, either directly or indirectly, assign its rights or delegate its obligations to TOWN hereunder without first obtaining the TOWNS consent in writing. Any such attempted assignment of delegation shall be deemed of no legal force and effect whatsoever.

22. INDEPENDENT CONTRACTOR

The CONSULTANT is providing the services to be performed hereunder as an independent contractor and nothing in this Agreement shall be construed to constitute any other relationship between the TOWN and the CONSULTANT. The CONSULTANT shall at all times maintain exclusive direction and control over the CONSULTANT'S employees, methods, equipment and facilities used by the CONSULTANT in the performance of its work. The CONSULTANT is responsible for all applicable employment and income taxes related to the performance of its services, and the CONSULTANT agrees to hold harmless the TOWN from any claims for payment of said obligations.

23. NOTICES

Any notices required hereunder shall be in writing and shall be deemed duly given on the date of mailing if deposited in the United States Postal Service, certified mail, return receipt requested, in a properly sealed and postage prepaid envelope, addressed as follows:

If to the TOWN at:

Roger M. Carlton, Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

If to the CONSULTANT at:

_____

_____

_____, **Florida**

_____

And

Lynn Dannheisser, Town Attorney
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

_____

24. NON-EXCLUSIVITY

Notwithstanding any provision of the Non-Exclusive Agreement, the TOWN is not precluded from retaining or utilizing any other Architect, Engineer, Design Professional, or other Consultant to perform any incidental Basic Services, Additional Services, or other Professional Services within the contract limits defined in the Agreement. The

CONSULTANT shall have no claim against the TOWN as a result of the TOWN electing to retain or utilize such other Architect, Engineer, Design Professional or other Consultant to perform such incidental services.

25. PERMITS AND APPROVALS

The CONSULTANT shall assist the TOWN in applying for all applicable permits and approvals required by law and/or regulatory authorities for projects for which the CONSULTANTS services are engaged. This assistance includes completing and submitting designs, drawings, dialogue and forms relating to the work included in the scope of services and as necessary for the issuance of the permit or approval.

26. RECORD DOCUMENTS

The CONSULTANT shall prepare and deliver to the TOWN one electronic set and one reproducible drawing set of Record Documents conforming to the marked-up prints, drawings and other data furnished to the CONSULTANT by the contractor upon completion of the work. This set of Record Documents will show the reported location of the project and significant changes made during the construction process.

27. SEVERABILITY AND SURVIVAL

If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all remaining provisions shall continue in full force and effect.

28. SHOP DRAWING REVIEW

The CONSULTANT shall review and approve contractor submittals, such as shop drawings, product data, samples and other data, as required by the CONSULTANT, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. The CONSULTANT'S review shall be conducted with reasonable promptness while allowing sufficient time in the CONSULTANT'S judgment to permit adequate review. Review of a specific item shall not indicate that the CONSULTANT has reviewed the entire assembly of which the item is a component. The CONSULTANT shall not be responsible for any deviations from the contract documents not brought to the attention of the CONSULTANT in writing by the contractor. The CONSULTANT shall not be required to review partial submissions or those for which submissions of correlated items have not been received. Provided, however, the CONSULTANT will perform the duties assigned to it in any contract entered into by the TOWN with a contractor, but only to the extent such duties are expressly contained in this Agreement or amendment thereto. The CONSULTANT shall have no authority to vary the requirements of any construction contract or approve any extra

work, change order or request for extra compensation without the written approval of the TOWN.

29. WARRANTIES AND GUARANTEES

The CONSULTANT is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement including the work performed by its agents, partners, principals, officers, employees, instrumentalities and Sub-consultants, within the specified time period and specified cost. The CONSULTANT shall perform the work utilizing the skill, knowledge, and judgment ordinarily possessed and used by a proficient consulting Architect/Engineer with respect to the disciplines required for the performance of the work in the State of Florida. The CONSULTANT is responsible for, and represents that the work conforms to the TOWN'S requirements as set forth in the Agreement. The CONSULTANT shall be and remain liable to the TOWN for all damages to the TOWN caused by CONSULTANTS negligent acts or errors or omissions in the performance of the work. In addition to all other rights and remedies, which the TOWN may have, the CONSULTANT shall, at its expense, re-perform the services to correct any deficiencies, which result from the CONSULTANT'S failure to perform in accordance with the above standards. The CONSULTANT shall also be liable for the replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from such deficient CONSULTANT services for a period from the commencement of this Agreement until twelve (12) months following final acceptance of the Work and for the period of design liability required by applicable law. The TOWN shall notify the CONSULANT in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the TOWNS inspection, review, approval or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the CONSULTANT or any Sub-consultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the TOWN'S rights under the Agreement or of any cause of action arising out of performance of the Agreement. The CONSULTANT and its Sub-consultants shall be and remain liable to the TOWN in accordance with applicable law for all damages to TOWN caused by any failure of the CONSULTANT or is Sub-consultants to comply with the terms and conditions of the Agreement or by the CONSULTANT's or Sub-consultants' misconduct, unlawful acts, negligent acts, errors, or omissions in the performance of the Agreement. With respect to the performance of work by Sub-consultants, the CONSULTANT shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of Sub-consultant's work. The CONSULTANT agrees to transfer to the TOWN any manufacturer's warranties or guarantees for component parts of any project completed for TOWN.

30. PERFORMANCE OF WORK

The Consultant shall use its best efforts, skill and judgment in providing its services under this agreement and to perform its services in the best and most expeditious and economical manner. CONSULTANT shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the CONSULTANT.

If at any time during the term of any Project Agreement or the construction of the Project for which the CONSULTANT has provided engineering services under a prior Project Agreement, it is

determined that the CONSULTANT's documents are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the TOWN, the CONSULTANT shall immediately proceed to correct the work, re-perform services which fail to satisfy the foregoing standard of care as determined by the TOWN, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursement to the TOWN for any other services and expenses made necessary thereby, save and except any costs and expenses which the TOWN would have otherwise paid absent the CONSULTANT's error or omission. The TOWN's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, by law, equity or otherwise. Any and all drawings, plans, specifications, or other construction or contract documents prepared by the CONSULTANT shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations.

CONSULTANT's obligations under this Paragraph shall survive termination of this or any Project Agreement.

31. TIME IS OF THE ESSENCE

Time is of the essence for all of the CONSULTANT's obligations pursuant to this Agreement.

32. HOLD HARMLESS

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the TOWN and its elected officials, officers and employees, from any and all liabilities, any and all claims, including claims for equitable or injunctive relief, damages, losses and costs, including but not limited to reasonable attorneys fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its employees, agents, officers, subconsultants and other persons employed or utilized by the CONSULTANT in the performance of this agreement. It is the specific intent of the parties hereto that the foregoing indemnification provision comply with Section 725.08, Florida Statutes. It is further the specific intent and agreement of the parties that all the contract documents of any project for which the Consultant provided services be hereby amended to include the foregoing indemnification. The CONSULTANT expressly agrees that it will not claim, and waives any claim, that this article violates Section 725.08 Florida Statutes, or is unenforceable pursuant to Section 725.08, Florida Statutes.

This indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section. This indemnification provision shall include claims made by an employee of the CONSULTANT against the TOWN and the CONSULTANT waives any entitlement to immunity under Section 440.11, Florida Statutes, only as to such indemnification claims by the TOWN against the CONSULTANT. This indemnification provision shall survive the termination of this agreement however terminated.

33. ENTIRE AGREEMENT

This Agreement, along with Exhibits A and B, supersedes any and all prior negotiations and oral agreements heretofore made relating to the subject matter hereof and except for written agreements if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be charged therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

34. SEVERABILITY

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

35. COUNTERPARTS

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

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this, the _____ day of _____, 2010.

CONSULTANT
Firm:_____.

By: _____
_____, P.E.
Title

ATTEST:

By:_____

Title:_____

TOWN
THE TOWN OF SURFSIDE

By:_____

Title:_____

ATTEST

By:_____

Title:_____

APPROVED AS TO FORM:

_____

Town Attorney

EXHIBIT A

CONSULTANTS INSURANCE REQUIREMENTS

Workers Compensation - Statutory Limit

Employer Liability -	$1,000,000/Accident-Bodily Injury $ 500,000/Policy Limit - Disease $1,000,000/Employee - Disease
Auto Liability -	$ 500,000/Property Damage CSL $ 500,000/Bodily Injury CSL
General Liability -	$1,000,000 per occurrence
Professional Liability -	$1,000,000 Aggregate

EXHIBIT B

DESCRIPTION OF COMPENSATION FOR ENGINEERING SERVICES

I. This Exhibit is attached to and made a part of the Agreement made on____ , 2010 between the **Town of Surfside (the TOWN)** and _____, **Inc. (the CONSULTANT)** providing for planning, surveying, engineering design, construction administration and site observation. Compensation for services requested and authorized by the TOWN will be based on the hourly rate schedule provided below:

RESOLUTION NO. 2010-1982

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA SELECTING SIX (6) ENGINEERING FIRMS TO PERFORM GENERAL ENGINEERING, STRUCTURAL, GEOTECHNICAL, TRAFFIC SERVICES FOR THE TOWN IN RESPONSE TO RFQ NO. 11-02; AUTHORIZING THE TOWN MANAGER OR HIS/HER DESIGNEE TO ENTER INTO A CONTINUING CONSULTANT AGREEMENT WITH SAID ENGINEERS THE FORM AND CONTENT OF WHICH SHALL SUBSTANTIALLY CONFORM TO THE AGREEMENT CONTAINED IN EXHIBIT "A", PROVIDED SAID AGREEMENTS ARE APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE TOWN ATTORNEY; FURTHER AUTHORIZING THE TOWN MANAGER TO DO ALL THINGS NECESSARY TO EFFECTUATE THE TERMS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside, Florida issued Request for Qualifications No. 11-02 General Engineering Consultants to perform engineering, structural, geotechnical, traffic services for the Town; and

WHEREAS, the Town has received twelve (12) responses to said RFQ, which have been reviewed by staff; and

WHEREAS, staff recommends the following short list of firms to be called upon within the Manager's discretion:

1. ADA Engineering, Inc.
2. C3TS
3. FTE Inc.
4. Fraga Engineers, LLC
5. TY Lin International
6. Wolfberg Alvarez & Partners

WHEREAS, the Town desires to use these engineering firms for the provision of engineering, structural, geotechnical, traffic services; and

WHEREAS, the Town wishes to enter into a continuing consulting agreement with the selected engineering firms for the purpose of providing on-call engineering services for various projects that may arise throughout the year; and

WHEREAS, each engineering firm shall submit work authorizations to the Town for any engineering services to be performed, prior to the delivery of such services.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Firms Selected. The Town Commission hereby selects the following the engineering firms to perform general engineering services for the Town:

1. ADA Engineering, Inc.
2. C3TS
3. FTE Inc.
4. Fraga Engineers, LLC
5. TY Lin International
6. Wolfberg Alvarez & Partners

Section 2. Authorization of Town Manager. The Town Commission hereby authorizes the Town Manager or his/her designee to enter into continuing consulting agreements with said selected general engineering firms, , in substantially the same form as the agreement attached as Exhibit "A" provided said agreements are approved as to form and legal sufficiency by the Town Attorney.

Section 3. Further Authorization of Town Manager. The Town Manager is hereby authorized to do all things necessary to effectuate this Resolution.

Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED this 9th day of November, 2010.

Motion by Commissioner Karukin second by Commissioner Olchyk.

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin	Yes
Commissioner Edward Kopelman	Absent
Commissioner Marta Olchyk	Yes
Vice Mayor Joseph Graubart	Yes
Mayor Daniel Dietch	Yes

Daniel Dietch, Mayor

ATTEST:

Deborah Eastman, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

EXHIBIT "A"

AGREEMENT
BETWEEN THE TOWN OF SURFSIDE
AND

_____

This AGREEMENT, made and entered into by and between the Town of Surfside, a Florida municipality (hereinafter referred to as the "TOWN") and _____, (hereinafter referred to as the "CONSULTANT").

1. **SCOPE OF SERVICES**

Pursuant to this Agreement, if Engineering, the Engineering Scope of Services may include, but is not limited to, the following tasks: Survey; Geotechnical; Structural; Environmental; Traffic; Landscape Architecture; Construction Management; Construction Inspection; Construction Testing; Electrical; Hurricane Recovery and Debris Monitoring Services; General Design Work; Preparation of Complete Construction Contract Plans and Special Provisions for the Assigned Projects; Public Involvement; Post Design Services (shop drawing review and responses to Request for Information); and Bid Administration (selection and letting) or other work as may be necessary to accomplish the projects for which services are requested by the TOWN.

Pursuant to this Agreement, if Architectural, the Architectural Scope of Services may include, but not limited to, the following tasks: Design; Reports; Analysis; Graphic Conceptual Drawings; Color Selection and Coordination; Inspection; General Design Work; Preparation of Complete Construction Contract Plans and Special Provisions for the Assigned Projects; Public Involvement; Post Design Services (submittal review and responses to Request for Information); and Landscaping Layout and Design or other work as may be necessary to accomplish the Projects for which services are requested by TOWN.

This Agreement is made for the purpose of establishing the working relationship, terms and conditions between the parties on projects for which the CONSULTANT is requested by TOWN to perform professional services and the CONSULTANT agrees to perform those services for TOWN subject to the terms and conditions contained herein. Each specific project assignment or request for services will be initiated in writing by TOWN to CONSULTANT and will include a description of the project's concept.

Prior to the commencement of any work by the CONSULTANT, the TOWN and the CONSULTANT will agree upon a written scope of services prepared by the CONSULTANT which will include a detailed schedule of the services to be performed, appropriate project schedules, fee amount and payment method. In the performance of the services prescribed herein, it shall be the responsibility of the CONSULTANT to provide all salaries, wages, materials, equipment, sub-consultants and other purchased services, etc., necessary to complete said services. The Town Commission of TOWN shall review the scope of services as agreed upon by TOWN and CONSULTANT and, if approved, shall issue a written notification to the CONSULTANT of such approval ("Notice to Proceed"). Such Notice to Proceed shall constitute authorization for work by the CONSULTANT to begin.

2. CHANGES IN THE WORK

A. The intent of the Agreement is for the CONSULTANT to provide such basic services, and to include all necessary items for the proper completion of such services for a functional project which, when constructed in accordance with the design, will be able to be used by the TOWN for its intended purpose. The CONSULTANT shall perform, as Basic Services, such incidental work, which may not be specifically referenced, as necessary to complete the Project.

B. The TOWN and the CONSULTANT may make additions to the scope of work by mutual written agreement only. Any material change in the scope of service and any change in the fee due the CONSULTANT must be approved by the Town Commission. The TOWN may rescind work previously ordered by written instructions to the CONSULTANT. In the event of any such rescission by the TOWN, the CONSULTANT shall be entitled to receive the amount due it for such services rendered hereunder prior to the date of such rescission. The provisions of this Agreement, with appropriate changes in the CONSULTANT'S compensation and project schedule, shall apply to all modifications in work ordered.

C. In emergency situations, as determined by TOWN, the TOWN reserves the right to issue verbal authorization to the CONSULTANT with the understanding that a cost and scope of services proposal shall be issued immediately thereafter for approval.

3. SUB-CONSULTANTS

All services provided by the Sub-consultants shall be pursuant to appropriate agreements between the CONSULTANT and Sub-consultant which shall contain provisions that preserve and protect the rights of the TOWN and the CONSULTANT under this Agreement, and which impose no responsibilities or liabilities on the TOWN except as herein provided. Any approval of a Sub-consultant by the TOWN shall not in any way shift the responsibility for the quality and acceptability by the TOWN of the services performed by the Sub-consultant from the CONSULTANT to the TOWN. The CONSULTANT shall cause the names of Sub-consultants responsible for significant portions of the services to be inserted on the Plans and Specifications, subject to the approval of the TOWN. The CONSULTANT with the TOWNS approval, may employ specialty consultants to assist the CONSULTANT performing specialized services.

4. AMENDMENTS

This agreement shall not be amended, changed, modified, transferred or otherwise altered in any particular manner, at any time after the execution hereof, except by the Town Manager or by appropriate resolution of the Town Commission. The TOWN may, from time to time, make amendments or modifications to this Agreement to comply with current needs of the TOWN. All such amendments shall be presented in writing and executed by both parties. The failure or refusal by the CONSULTANT to execute a modification may result in the CONSULTANT'S removal from consideration for future work.

5. PERIOD OF SERVICE

This Agreement is effective on _____, 2010 and shall continue for a period

of one (1) years from the effective date, unless terminated earlier in accordance with Section 10 of this agreement. The Agreement may be extended in its original form for a one year period by a written agreement executed by both parties. The agreement may be extended with amended salary schedule (Exhibit B) or other amendments for a one (1) year period upon approval of the town commission.

6. PAYMENT FOR SERVICE

Payment for services will be subject to the specific terms of each assignment as authorized by a Notice to Proceed, and will be made by the TOWN in accordance with the PROMPT PAYMENT ACT. In the event that all or a portion of an invoice submitted to the TOWN for payment to the CONSULTANT is disputed, or additional backup documentation is required, the TOWN shall notify the CONSULTANT in writing within fifteen (15) calendar days of receipt of the invoice of such objection, modification, or additional documentation request. The CONSULTANT shall provide TOWN with additional backup documentation within five (5) working days of the date of the TOWN's notice. The TOWN, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The TOWN's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the Town Commission.

7. BILLING PROCEDURE

In order to expedite payment to the CONSULTANT, invoices shall be submitted to the TOWN each month detailing separately the charges for each assignment as authorized by a Notice to Proceed. In order for both parties herein to close their books and records, the CONSULTANT will clearly state "FINAL INVOICE" on the CONSULTANT's final/last billing to the TOWN. Since this account thereupon will be closed, any additional charges, if not properly included on this final invoice, are waived by the CONSULTANT.

Invoices shall include the following information:

Hourly Rate Basis - If payment is made on the hourly rate basis, the hourly rates will be billed in accordance with the rate schedule provided in Exhibit B. The hourly rate schedule will be subject to review and amendment based on mutual agreement by both parties upon each one-year anniversary thereafter.

1. Time period
2. Current Amount Due
3. Schedule of Reimbursable Expenses
4. Schedule of Labor Charges
5. Billed to Date Amounts

No supporting documents will be provided unless specifically requested by the TOWN.

Lump Sum

1. Time Period

2. Percentage Completion to Date
3. Prior Billings
4. Current Amount Due
5. Billed to Date Amounts

No supporting documents will be provided unless specifically requested by the TOWN.

8. MISCELLANEOUS

Nothing contained in this Agreement shall prevent the TOWN from retaining or employing another firm to provide the service that may be provided by the CONSULTANT under this Agreement for a project or projects. Nothing contained herein guarantees the CONSULTANT any certain amount of work or compensation.

9. AUDIT

The CONSULTANT shall make available to the TOWN of its representative all required financial records associated with the Agreement for a period of three (3) years. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the TOWN of any fees or expenses based upon such entries.
Refusal of the CONSULTANT to comply with this provision shall be grounds for immediate termination for cause by the TOWN of this Agreement or any Project Agreement.

10. OWNERSHIP OF DOCUMENTS

The parties agree generally that all documentation and work product produced pursuant to this Agreement shall become the exclusive property of the TOWN and shall be provided to the TOWN upon request. Specifically:

1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the TOWN or furnished by CONSULTANT pursuant to this or any Project Agreement shall become the property of the TOWN, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to TOWN within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The CONSULTANT shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the CONSULTANT use, or permit to be used, any of the documents without the TOWN'S prior written authorization. Any reuse of such documents by the CONSULTANT without the written verification or adaptation by the TOWN for the specific purpose intended will be at the CONSULTANT's sole risk.

2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, or other data, entered into by the CONSULTANT for a Specific Project shall provide that all such documents and rights obtained

by virtue of such contracts shall become the property of the TOWN.

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

11. CONFIDENTIALITY

The CONSULTANT shall not, either during the term of this Agreement or any time for a period of ten (10) years subsequent to that date upon which the CONSULTANT shall leave the employment of the TOWN for any reason whatsoever, disclose to any person or entity, other than in the discharge of the duties of the CONSULTANT under this Agreement, any information which the TOWN designates in writing as "confidential." As a violation by the CONSULTANT of the provisions of this section could cause irreparable injury to the TOWN and there is no adequate remedy at law for such violation, the TOWN shall have the right, in addition to any other remedies available to it at law or in equity, to enjoin the CONSULTANT from violating such provisions.

12. GOVERNING LAW

The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any legal action or proceeding commenced under or pursuant to this Agreement shall be in Miami-Dade County, Florida.

13. DISPUTE RESOLUTION

It is the intention of the parties that whenever possible, if a dispute or controversy arises hereunder then such dispute or controversy shall be settled by arbitration in accordance with the procedure, rules and regulations of the American Arbitration Association. The decision rendered by the Arbitrator shall be final and binding upon the parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration shall be held in Miami-Dade County, Florida.

14. ATTORNEY'S FEES

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable litigation costs and attorneys' fees and other related expenses including those incurred in any appeal. If neither party prevails on the whole, each party shall be responsible for a portion of the costs of arbitration and their respective attorneys' fees as be determined

by the court on confirmation.

15. TERMINATION OF CONTRACT

It is agreed and acknowledged by each of the parties hereto that the execution of this Agreement shall not be construed as a commitment or obligation by the TOWN to contract any services from the CONSULTANT or to continue the employment of the CONSULTANT hereunder.

A. TERMINATION – Without Cause – This Agreement may be terminated by TOWN for any reason or no reason upon thirty (30) calendar days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

B. TERMINATION – With Cause – This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONTRACTOR abandons this Agreement or causes it to be terminated by TOWN, CONTRACTOR shall indemnify TOWN against loss pertaining to this termination, including, but not limited to, reasonable costs incurred in transition to a replacement CONTRACTOR.

C. TERMINATION - Insolvency/Transfer of Ownership - This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the CONTRACTOR. CONTRACTOR shall notify Town Manager at least ten (10) business days before any such change in ownership of CONTRACTOR. The TOWN also reserves the right to terminate the remaining services to be performed in the event the CONSULTANT is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

Upon termination, CONTRACTOR shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. It shall also reasonably assist the TOWN and any replacement CONTRACTORs in the transition.

16. DEFAULT

An event of default shall mean a breach and failure to substantially perform as set forth in Paragraph 15 B. above of this Agreement by CONSULTANT as determined by the sole discretion of the TOWN. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include but not be limited to the following:

- CONSULTANT has not performed services on a timely basis;
- CONSULTANT has refused or failed to supply enough properly-skilled personnel;
- CONSULTANT has failed to make prompt payment to subcontractors or

suppliers for any services;

- CONSULTANT has failed to fulfill representations made in this Agreement; or
- CONSULTANT has refused or failed to provide the Services as defined in this Agreement.

In the event of default, CONSULTANT shall be liable for all damages to the TOWN and others resulting from the default, including but not limited to:

- Lost funding
- The difference between the cost associated with procuring services and the amount actually expended by TOWN, including procurement and administrative costs, and
- Consequential damages.

TOWN may take advantage of each and every remedy specifically existing at law or in equity.

17. DELAY IN PERFORMANCE

If the CONSULTANT is delayed in performing any obligation under this Agreement due to a force majeure or inevitable accident or occurrence, the CONSULTANT shall request a time extension from the TOWN within five (5) working days of said force majeure or inevitable accident or occurrence. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the CONSULTANT for extra compensation unless additional services are required. Force majeure shall mean an act of God, epidemic, fire, explosion, hurricane, flood, or similar occurrence, civil disturbance or similar occurrence, which has had, or reasonable be expected to have a material adverse effect on the rights and obligations under this Agreement, and which, by the exercise of due diligence, such parties shall not have been able to avoid. Such acts or events DO NOT INCLUDE inclement weather (except as noted above) or the acts or omissions of Sub-consultants/sub-contracts, etc.

18. NON-DISCRIMINATION

The CONSULTANT agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1984 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11248 as amended by Executive Order 11375 and 12086.

The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The CONSULTANT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post

in conspicuous places, available to employees and applicants for employment, notices to be provided by the TOWN setting forth the provisions of this non-discrimination clause.

The CONSULTANT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 708), which prohibits discrimination against the handicapped in any Federally assisted program.

19. CONFLICT OF INTEREST/CODE OF ETHICS

To avoid any conflicts of interest, or any appearance thereof, CONSULTANT, for the term of this Agreement, agrees that it will not represent any private sector entities (developers, corporations, real estate investors, etc.) in Surfside, Florida, without first notifying the TOWN of the services to be performed. If after such notification the TOWN reasonable determines that material conflict exists, CONSULTANT will not perform such conflicting work. The conditions and requirements of this paragraph will also apple to any subcontractors utilized by the CONSULTANT in completion of the work tasks under this Agreement. CONSULTANT shall comply with all applicable Conflict of Interest provisions of State of Florida Statutes, Miami-Dade County Code, and Surfside Code. The code of ethics of the involved profession shall also be incorporated in this Agreement by this reference.

20. INSURANCE

The CONSULTANT shall, at its sole cost and expense, maintain Professional Liability and Errors and Omissions Insurance with coverage in such amounts as listed in Exhibit A.

The CONSULTANT has and will maintain insurance, including workmen's compensation, comprehensive general liability, and comprehensive automobile liability and property damage insurance.

The attached Exhibit A identifies the coverage and limits of insurance applicable to this Agreement, and fully incorporated herein by reference. Insurance required of the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by the TOWN. Such insurance shall not diminish CONSULTANT's indemnification and obligations hereunder. The insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida with a minimum A.M. Best's Insurance Guide rating of A-Excellent. **Before any work under this Agreement is performed, and at any time upon request, CONSULTANT shall furnish to the TOWN certificates of insurance evidencing the minimum required coverage and shall be appropriately endorsed for contractual liability, with the TOWN named as additional insured except for Professional Liability and Worker's Compensation.** All policies shall contain a waiver of subrogation endorsement. All policies and certificates shall be in forms and issued by insurance companies acceptable to the TOWN. All certificates of insurance shall provide that the policies may not be cancelled or altered without thirty (30) days prior notice to the TOWN. CONSULTANT shall also require and ensure that each of its sub-

Consultants providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limitations specified herein. ANY EXCEPTIONS TO THE INSURANCE REQUIREMENTS IN THIS SECTION MUST BE APPROVED IN WRITING BY THE TOWN.

21. ASSIGNMENTS

This Agreement shall be binding upon and shall inure to the benefit of the TOWN and to any and all of its successors and assigns, whether by merger, consolidation, transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, this Agreement is personal to the CONSULTANT and it may not, either directly or indirectly, assign its rights or delegate its obligations to TOWN hereunder without first obtaining the TOWNS consent in writing. Any such attempted assignment of delegation shall be deemed of no legal force and effect whatsoever.

22. INDEPENDENT CONTRACTOR

The CONSULTANT is providing the services to be performed hereunder as an independent contractor and nothing in this Agreement shall be construed to constitute any other relationship between the TOWN and the CONSULTANT. The CONSULTANT shall at all times maintain exclusive direction and control over the CONSULTANT'S employees, methods, equipment and facilities used by the CONSULTANT in the performance of its work. The CONSULTANT is responsible for all applicable employment and income taxes related to the performance of its services, and the CONSULTANT agrees to hold harmless the TOWN from any claims for payment of said obligations.

23. NOTICES

Any notices required hereunder shall be in writing and shall be deemed duly given on the date of mailing if deposited in the United States Postal Service, certified mail, return receipt requested, in a properly sealed and postage prepaid envelope, addressed as follows:

If to the TOWN at:

Roger M. Carlton, Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

If to the CONSULTANT at:

_____

_____

_____, **Florida** _____

And

Lynn Dannheisser, Town Attorney
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

_____

24. NON-EXCLUSIVITY

Notwithstanding any provision of the Non-Exclusive Agreement, the TOWN is not precluded from retaining or utilizing any other Architect, Engineer, Design Professional, or other Consultant to perform any incidental Basic Services, Additional Services, or other Professional Services within the contract limits defined in the Agreement. The CONSULTANT shall have no claim against the TOWN as a result of the TOWN electing to retain or utilize such other Architect, Engineer, Design Professional or other Consultant to perform such incidental services.

25. PERMITS AND APPROVALS

The CONSULTANT shall assist the TOWN in applying for all applicable permits and approvals required by law and/or regulatory authorities for projects for which the CONSULTANTS services are engaged. This assistance includes completing and submitting designs, drawings, dialogue and forms relating to the work included in the scope of services and as necessary for the issuance of the permit or approval.

26. RECORD DOCUMENTS

The CONSULTANT shall prepare and deliver to the TOWN one electronic set and one reproducible drawing set of Record Documents conforming to the marked-up prints, drawings and other data furnished to the CONSULTANT by the contractor upon completion of the work. This set of Record Documents will show the reported location of the project and significant changes made during the construction process.

27. SEVERABILITY AND SURVIVAL

If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all remaining provisions shall continue in full force and effect.

28. SHOP DRAWING REVIEW

The CONSULTANT shall review and approve contractor submittals, such as

shop drawings, product data, samples and other data, as required by the CONSULTANT, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. The CONSULTANT'S review shall be conducted with reasonable promptness while allowing sufficient time in the CONSULTANT'S judgment to permit adequate review. Review of a specific item shall not indicate that the CONSULTANT has reviewed the entire assembly of which the item is a component. The CONSULTANT shall not be responsible for any deviations from the contract documents not brought to the attention of the CONSULTANT in writing by the contractor. The CONSULTANT shall not be required to review partial submissions or those for which submissions of correlated items have not been received. Provided, however, the CONSULTANT will perform the duties assigned to it in any contract entered into by the TOWN with a contractor, but only to the extent such duties are expressly contained in this Agreement or amendment thereto. The CONSULTANT shall have no authority to vary the requirements of any construction contract or approve any extra work, change order or request for extra compensation without the written approval of the TOWN.

29. WARRANTIES AND GUARANTEES

The CONSULTANT is responsible for the professional quality, technical accuracy, completeness, performance and coordination of all work required under the Agreement including the work performed by its agents, partners, principals, officers, employees, instrumentalities and Sub-consultants, within the specified time period and specified cost. The CONSULTANT shall perform the work utilizing the skill, knowledge, and judgment ordinarily possessed and used by a proficient consulting Architect/Engineer with respect to the disciplines required for the performance of the work in the State of Florida. The CONSULTANT is responsible for, and represents that the work conforms to the TOWN'S requirements as set forth in the Agreement. The CONSULTANT shall be and remain liable to the TOWN for all damages to the TOWN caused by CONSULTANTS negligent acts or errors or omissions in the performance of the work. In addition to all other rights and remedies, which the TOWN may have, the CONSULTANT shall, at its expense, re-perform the services to correct any deficiencies, which result from the CONSULTANT'S failure to perform in accordance with the above standards. The CONSULTANT shall also be liable for the replacement or repair of any defective materials and equipment and re-performance of any non-conforming construction services resulting from such deficient CONSULTANT services for a period from the commencement of this Agreement until twelve (12) months following final acceptance of the Work and for the period of design liability required by applicable law. The TOWN shall notify the CONSULANT in writing of any deficiencies and shall approve the method and timing of the corrections. Neither the TOWNS inspection, review, approval or acceptance of, nor payment for, any of the work required under the Agreement shall be construed to relieve the CONSULTANT or any Sub-consultant of its obligations and responsibilities under the Agreement, nor constitute a waiver of any of the TOWN'S rights under the Agreement or of any cause of action arising out of performance of the Agreement. The CONSULTANT and its Sub-consultants shall be and remain liable to the TOWN in accordance with applicable law for all damages to

TOWN caused by any failure of the CONSULTANT or is Sub-consultants to comply with the terms and conditions of the Agreement or by the CONSULTANT's or Sub-consultants' misconduct, unlawful acts, negligent acts, errors, or omissions in the performance of the Agreement. With respect to the performance of work by Sub-consultants, the CONSULTANT shall, in approving and accepting such work, ensure the professional quality, completeness, and coordination of Sub-consultant's work. The CONSULTANT agrees to transfer to the TOWN any manufacturer's warranties or guarantees for component parts of any project completed for TOWN.

30. PERFORMANCE OF WORK

The Consultant shall use its best efforts, skill and judgment in providing its services under this agreement and to perform its services in the best and most expeditious and economical manner. CONSULTANT shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the CONSULTANT.

If at any time during the term of any Project Agreement or the construction of the Project for which the CONSULTANT has provided engineering services under a prior Project Agreement, it is determined that the CONSULTANT's documents are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the TOWN, the CONSULTANT shall immediately proceed to correct the work, re-perform services which fail to satisfy the foregoing standard of care as determined by the TOWN, and shall pay all costs and expenses associated with correcting said incorrect or defective work, including any additional testing, inspections, and construction and reimbursement to the TOWN for any other services and expenses made necessary thereby, save and except any costs and expenses which the TOWN would have otherwise paid absent the CONSULTANT's error or omission. The TOWN's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, by law, equity or otherwise. Any and all drawings, plans, specifications, or other construction or contract documents prepared by the CONSULTANT shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations.

CONSULTANT's obligations under this Paragraph shall survive termination of this or any Project Agreement.

31. TIME IS OF THE ESSENCE

Time is of the essence for all of the CONSULTANT's obligations pursuant to this Agreement.

32. HOLD HARMLESS

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the TOWN and its elected officials, officers and employees, from any and all liabilities, any and all claims, including claims for equitable or injunctive relief, damages, losses and costs, including but not limited to reasonable attorneys fees, to the

extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its employees, agents, officers, subconsultants and other persons employed or utilized by the CONSULTANT in the performance of this agreement. It is the specific intent of the parties hereto that the foregoing indemnification provision comply with Section 725.08, Florida Statutes. It is further the specific intent and agreement of the parties that all the contract documents of any project for which the Consultant provided services be hereby amended to include the foregoing indemnification. The CONSULTANT expressly agrees that it will not claim, and waives any claim, that this article violates Section 725.08 Florida Statutes, or is unenforceable pursuant to Section 725.08, Florida Statutes.

This indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section. This indemnification provision shall include claims made by an employee of the CONSULTANT against the TOWN and the CONSULTANT waives any entitlement to immunity under Section 440.11, Florida Statutes, only as to such indemnification claims by the TOWN against the CONSULTANT. This indemnification provision shall survive the termination of this agreement however terminated.

33. ENTIRE AGREEMENT

This Agreement, along with Exhibits A and B, supersedes any and all prior negotiations and oral agreements heretofore made relating to the subject matter hereof and except for written agreements if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be charged therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

34. SEVERABILITY

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

35. COUNTERPARTS

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

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this, the _____ day of _____, 2010.

CONSULTANT
Firm:_____.

By: _____
_____, P.E.
Title

ATTEST:

By:_____

Title:_____

TOWN
THE TOWN OF SURFSIDE

By:_____

Title:_____

ATTEST

By:_____

Title:_____

APPROVED AS TO FORM:

_____
Town Attorney

EXHIBIT A

CONSULTANTS INSURANCE REQUIREMENTS

Workers Compensation - Statutory Limit

Employer Liability -	$1,000,000/Accident-Bodily Injury $ 500,000/Policy Limit - Disease $1,000,000/Employee - Disease
Auto Liability -	$ 500,000/Property Damage CSL $ 500,000/Bodily Injury CSL
General Liability -	$1,000,000 per occurrence
Professional Liability -	$1,000,000 Aggregate

EXHIBIT B

DESCRIPTION OF COMPENSATION FOR ENGINEERING SERVICES

I. This Exhibit is attached to and made a part of the Agreement made on____ , 2010 between the **Town of Surfside (the TOWN)** and _____, **Inc. (the CONSULTANT)** providing for planning, surveying, engineering design, construction administration and site observation. Compensation for services requested and authorized by the TOWN will be based on the hourly rate schedule provided below:

Attachment “2”

Effective: July 1, 2009

West's Florida Statutes Annotated Currentness
Title XIX. Public Business (Chapters 279-290)
Chapter 287. Procurement of Personal Property and Services (Refs & Annos)
Part I. Commodities, Insurance, and Contractual Services (Refs & Annos)
287.055. Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties

(1) Short title.--This section shall be known as the "Consultants' Competitive Negotiation Act."

(2) Definitions.--For purposes of this section:

(a) "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

(b) "Agency" means the state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under s. 380.06 or ss. 163.3220-163.3243.

(c) "Firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

(d) "Compensation" means the amount paid by the agency for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.

(e) "Agency official" means any elected or appointed officeholder, employee, consultant, person in the category of other personal service or any other person receiving compensation from the state, a state agency, municipality, or political subdivision, a school district or a school board.

(f) "Project" means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:

1. A grouping of minor construction, rehabilitation, or renovation activities.

2. A grouping of substantially similar construction, rehabilitation, or renovation activities.

(g) A "continuing contract" is a contract for professional services entered into in accordance with all the procedures

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of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed $2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed $200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

(h) A "design-build firm" means a partnership, corporation, or other legal entity that:

1. Is certified under s. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

2. Is certified under s. 471.023 to practice or to offer to practice engineering; certified under s. 481.219 to practice or to offer to practice architecture; or certified under s. 481.319 to practice or to offer to practice landscape architecture.

(i) A "design-build contract" means a single contract with a design-build firm for the design and construction of a public construction project.

(j) A "design criteria package" means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

(k) A "design criteria professional" means a firm who holds a current certificate of registration under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

(*l*) "Negotiate" or any form of that word means to conduct legitimate, arms length discussions and conferences to reach an agreement on a term or price. For purposes of this section, the term does not include presentation of flat-fee schedules with no alternatives or discussion.

(3) Public announcement and qualification procedures.--

(a) 1. Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO, except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.

2. Each agency shall provide a good faith estimate in determining whether the proposed activity meets the threshold amounts referred to in this paragraph.

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(b) Each agency shall encourage firms engaged in the lawful practice of their professions that desire to provide professional services to the agency to submit annually statements of qualifications and performance data.

(c) Any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified pursuant to law and the regulations of the agency. The agency must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

(d) Each agency shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the agency to be applicable to its particular requirements. When securing professional services, an agency must endeavor to meet the minority business enterprise procurement goals under s. 287.09451.

(e) The public must not be excluded from the proceedings under this section.

(4) Competitive selection.--

(a) For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

(b) The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5).

(c) This subsection does not apply to a professional service contract for a project the basic construction cost of which is estimated by the agency to be not in excess of the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services is not in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO. However, if, in using another procurement process, the majority of the compensation proposed by firms is in excess of the appropriate threshold amount, the agency shall reject all proposals and reinitiate the procurement pursuant to this subsection.

(d) Nothing in this act shall be construed to prohibit a continuing contract between a firm and an agency.

(5) Competitive negotiation.--

(a) The agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certifi-

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cate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

(b) Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.

(c) Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

(6) Prohibition against contingent fees.--

(a) Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(b) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(7) Authority of department of management services.--Notwithstanding any other provision of this section, the Department of Management Services shall be the agency of state government which is solely and exclusively authorized and empowered to administer and perform the functions described in subsections (3), (4), and (5) respecting

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all projects for which the funds necessary to complete same are appropriated to the Department of Management Services, irrespective of whether such projects are intended for the use and benefit of the Department of Management Services or any other agency of government. However, nothing herein shall be construed to be in derogation of any authority conferred on the Department of Management Services by other express provisions of law. Additionally, any agency of government may, with the approval of the Department of Management Services, delegate to the Department of Management Services authority to administer and perform the functions described in subsections (3), (4), and (5). Under the terms of the delegation, the agency may reserve its right to accept or reject a proposed contract.

(8) State assistance to local agencies.--On any professional service contract for which the fee is over $25,000, the Department of Transportation or the Department of Management Services shall provide, upon request by a municipality, political subdivision, school board, or school district, and upon reimbursement of the costs involved, assistance in selecting consultants and in negotiating consultant contracts.

(9) Applicability to design-build contracts.--

(a) Except as provided in this subsection, this section is not applicable to the procurement of design-build contracts by any agency, and the agency must award design-build contracts in accordance with the procurement laws, rules, and ordinances applicable to the agency.

(b) The design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the agency. If the agency elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted with under the requirements of subsections (4) and (5). A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.

(c) Except as otherwise provided in s. 337.11(7), the Department of Management Services shall adopt rules for the award of design-build contracts to be followed by state agencies. Each other agency must adopt rules or ordinances for the award of design-build contracts. Municipalities, political subdivisions, school districts, and school boards shall award design-build contracts by the use of a competitive proposal selection process as described in this subsection, or by the use of a qualifications-based selection process pursuant to subsections (3), (4), and (5) for entering into a contract whereby the selected firm will, subsequent to competitive negotiations, establish a guaranteed maximum price and guaranteed completion date. If the procuring agency elects the option of qualifications-based selection, during the selection of the design-build firm the procuring agency shall employ or retain a licensed design professional appropriate to the project to serve as the agency's representative. Procedures for the use of a competitive proposal selection process must include as a minimum the following:

1. The preparation of a design criteria package for the design and construction of the public construction project.

2. The qualification and selection of no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.

3. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.

4. The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.

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5. For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the agency of the detailed working drawings of the project; and for evaluation of the compliance of the project construction with the design criteria package by the design criteria professional.

6. In the case of public emergencies, for the agency head to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

(10) Reuse of existing plans.--Notwithstanding any other provision of this section, there shall be no public notice requirement or utilization of the selection process as provided in this section for projects in which the agency is able to reuse existing plans from a prior project of the agency, or, in the case of a board as defined in s. 1013.01, a prior project of that or any other board. Except for plans of a board as defined in s. 1013.01, public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of this subsection.

(11) Construction of law.--Nothing in the amendment of this section by chapter 75-281, Laws of Florida, is intended to supersede the provisions of ss. 1013.45 and 1013.46.

CREDIT(S)

Laws 1973, c. 73-19, §§ 1 to 8; Laws 1975, c. 75-281, §§ 1 to 3; Laws 1977, c. 77-174, § 1; Laws 1977, c. 77-199, § 1; Laws 1984, c. 84-321, § 10; Laws 1985, c. 85-104, §§ 23, 32; Laws 1985, c. 85-349, § 57; Laws 1986, c. 86-204, § 6; Laws 1988, c. 88-108, § 1; Laws 1989, c. 89-158, § 1; Laws 1990, c. 90-268, § 16. Amended by Laws 1991, c. 91-137, § 15, eff. May 28, 1991; Laws 1991, c. 91-162, § 7, eff. May 28, 1991; Laws 1992, c. 92-279, § 250, eff. July 1, 1992; Laws 1993, c. 93-95, § 1, eff. Oct. 1, 1993; Laws 1994, c. 94-119, § 114, eff. July 1, 1994; Laws 1994, c. 94-322, § 10, eff. May 31, 1994; Laws 1995, c. 95-148, § 868, eff. July 10, 1995; Laws 1995, c. 95-410, § 2, eff. July 1, 1995; Laws 1996, c. 96-399, § 45, eff. Oct. 1, 1996; Laws 1997, c. 97-100, § 38, eff. July 1, 1997; Laws 1997, c. 97-296, § 1, eff. Oct. 1, 1997; Laws 1998, c. 98-279, § 80, eff. June 30, 1998; Laws 2001, c. 2001-61, § 55, eff. July 3, 2001; Laws 2002, c. 2002-20, § 63, eff. July 1, 2002; Laws 2002, c. 2002-387, § 944, eff. Jan. 7, 2003; Laws 2005, c. 2005-224, § 1, eff. July 1, 2005; Laws 2007, c. 2007-157, § 19, eff. July 1, 2007; Laws 2007, c. 2007-159, § 3, eff. July 1, 2007; Laws 2009, c. 2009-227, § 3, eff. July 1, 2009.

CROSS REFERENCES

Board of Governors of the State University System, powers and duties, see § 1001.706.
Community development districts, contract bids, see § 190.033.
Contracts for right-of-way services on transportation corridors and facilities, see § 337.107.
Department of Transportation, see § 20.23.
Department rules regarding construction contracts, see § 255.29.
Educational facilities construction, selection of construction management entity by district school board, see § 1013.45.
Energy efficiency contracting, selection of provider pursuant to this section, see § 489.145.
Florida Seaport Transportation and Economic Development Council, see F.S.A. § 311.09.
Public health, onsite sewage treatment and disposal system regulation, see § 381.0065.
Public property and publicly owned buildings, construction management or program management entities, see § 255.103.
Public transportation construction contracts, qualification, see F.S.A. § 337.14.
Purchases from purchasing agreements of special districts, municipalities, or counties, see § 189.4221.
State construction management contracting, see § 255.32.

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C.J.S. Municipal Corporations §§ 911, 917 to 933.
C.J.S. Public Contracts §§ 6, 14 to 24.
C.J.S. States §§ 270, 274, 278 to 288.

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FL Jur. 2d Aviation & Airports § 17, Establishing and Operating Municipal Airports.

FL Jur. 2d Brokers § 80, Effect of Special Brokerage Agreements or Conditions.

FL Jur. 2d Counties & Municipal Corporations § 207, Necessity of Competitive Bidding.

FL Jur. 2d Highways, Streets, & Bridges § 5, Administrative Operations.

FL Jur. 2d Highways, Streets, & Bridges § 70, Qualifications of Bidders; Certification.

FL Jur. 2d Housing Laws & Housing Authorities § 38, Members; Employees and Agents.

FL Jur. 2d Public Works & Contracts § 3, Evaluation of Bids or Proposal by Government.

FL Jur. 2d Public Works & Contracts § 47, Certification and Announcement.

FL Jur. 2d Public Works & Contracts § 48, Selection.

FL Jur. 2d Public Works & Contracts § 49, Prohibition Against Contingent Fees.

FL Jur. 2d Public Works & Contracts § 50, Design-Build Contracts.

FL Jur. 2d Schools, Universities, & Colleges § 474, University Presidents.

FL Jur. 2d Schools, Universities, & Colleges § 475, University Boards of Trustees.

FL Jur. 2d Schools, Universities, & Colleges § 506, Procedures Employed to Contract for Construction of Facilities.

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FL Jur. 2d State of Florida § 282, Acquisition of Professional Architectural, Engineering, Landscape Architectural, or Surveying and Mapping Services.

Treatises and Practice Aids

8 Florida Practice Series § 5:1, Bids and Procurement.

8 Florida Practice Series § 7:7, Construction Manager.

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1. Construction and application

The Southwest Florida Water Management District is limited to utilizing the procedures set forth in the statutes for public construction works and for construction management services. The district has no authority to develop a "hybrid" model for awarding construction projects in the absence of statutory authority. Op.Atty.Gen., 2011-21, October 4, 2011 (2011 WL 4643877).

The North Broward Hospital District may not contract with an equipment vendor under a sole source contract pursuant to its procurement procedure, such that the vendor contracts with a licensed general contractor to provide design/build construction services to erect a storage facility for the equipment, without complying with § 287.055, for those services covered by the act. Op.Atty.Gen., 2009-49, October 13, 2009 (2009 WL 3302033).

The **competitive** negotiation process and the process for continuing contracts in the **Consultants' Competitive** Negotiation Act are separate and distinct, i.e., limits contained in § 287.055(2)(g) relate to continuing contracts and the monetary limits while § 287.055(3)(a)(1) relate specifically to **competitive** negotiations conducted pursuant to subsection (5); these subsections do not conflict, rather the continuing contract provisions constitute an exception to the broader **competitive** negotiation procedures of the act. Op.Atty.Gen., 2007-07, January 30, 2007.(2007 WL 295571).

When a solid waste management **consulting** firm is not performing within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of Florida, it is not within the purview of this section. Op.Atty.Gen., 074-224, Aug. 5, 1974.

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Professional services required by state agencies for the preparation of a comprehensive plan for the development of the Capitol Center must be procured in accordance with the procedures established in this section. Services outside the scope of "professional services" as defined in this section, which may be required for the development of this plan, may not be procured or paid for with appropriations for fiscal year 1974-75 by means of American Institute of Architects Code Competition. The 1974 general appropriations act restricts the appropriation for the preparation of the plan for the Capitol Center to that purpose alone. Op.Atty.Gen., 074-206, July 18, 1974.

A public agency which contracted for professional architectural, engineering or land surveying **consulting** services prior to the effective date of this section, must comply with provisions of this section, in negotiating for additional professional services not contemplated by the original **consulting** contract; however, if the original **consulting** contract provided for additional professional services by the contracting firm, even though the compensation therefor was not fixed in the original contract, this section is not applicable. Op.Atty.Gen., 074-191, July 1, 1974.

The **Consultants' Competitive** Negotiation Act (this section) was designed to provide procedures for state and local government agencies to follow in the employment of professional service **consultants**. It does not repeal the provisions of the Governmental Reorganization Act, which transfers the power of certain state agencies to contract for professional services to the department of transportation or the department of general services, as, for example, § 20.22(5)(e), nor does it repeal any law which requires the approval of designs or contracts by the department of general services as, for example, § 255.25. Op.Atty.Gen., 073-216, June 13, 1973.

2. State agencies

State agencies included in the term "agencies" within the meaning of the **Consultants' Competitive** Negotiation Act are all agencies with the power, duty or function to employ professional service **consultants**. Op.Atty.Gen., 073-216, June 13, 1973.

The **consultants' Competitive** Negotiation Act does not change the role of the department of transportation and department of general services, as defined in existing statutes, as to the power, duty, or function to employ **consultants**. Op.Atty.Gen., 073-216, June 13, 1973.

"User Agencies" should be allowed to participate in the selection process for professional services pursuant to the standards and procedures promulgated by the state agency responsible for the employment of a **consultant**. Op.Atty.Gen., 073-216, June 13, 1973.

3. Counties

A nonprofit corporation created by a county to construct, manage, and operate a county jail is an instrumentality of the county and as such is required to comply with the competitive bid and negotiation provisions of §§ 255.20 and 287.055. Op.Atty.Gen., 2002-59, Sept. 3, 2002 (2002 WL 2015653).

Under the express terms of the Consultants' Competitive Negotiation Act, a board of county commissioners may in case of a valid public emergency, so certified by it, contract for professional architectural, engineering or surveying services without complying with the competitive negotiation requirements of the act. The question of whether such an emergency exists is one of fact to be initially determined by the board. Op.Atty.Gen., 075-78, March 18, 1975.

4. Municipalities

Provision in city ordinance requiring architect or engineer to submit quotation of fees and requiring that this be taken into consideration in determining the three most qualified firms before entering into competitive negotiations is not inconsistent with the Consultants' Competitive Negotiations Act, though the Act makes no mention of fee quota-

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tion. City of Jacksonville v. Reynolds, Smith & Hills, Architects, Engineers & Planners, Inc., App. 1 Dist., 424 So.2d 63 (1982), petition for review denied 433 So.2d 519. Municipal Corporations ⚷330(1)

The Consultants' Competitive Negotiations Act contemplates that city which is planning to contract with architect or engineer consider factors other than those listed in the provision of this section relating to qualification procedure. City of Jacksonville v. Reynolds, Smith & Hills, Architects, Engineers & Planners, Inc., App. 1 Dist., 424 So.2d 63 (1982), petition for review denied 433 So.2d 519. Municipal Corporations ⚷330(1)

City was required to make its selection of a firm to manage waterfront property upon review of competitive bids rather than by competitive negotiations where neither § 287.062 (repealed) nor city code included a waterfront property management contract among defined professional services which may be obtained through competitive negotiation. Miami Marinas Ass'n, Inc. v. City of Miami, App. 3 Dist., 408 So.2d 615 (1981), review denied 418 So.2d 1278. Municipal Corporations ⚷236

In absence of a charter provision and unless otherwise prohibited by city ordinance, a municipality is not required to take competitive bids in the purchase of commodities, and may accordingly accept a bid even though only one bid has been received. Op.Atty.Gen., 077-140, Dec. 30, 1977 (1977 WL 26654).

A city may employ a city engineer under a yearly contract to provide general advice and assistance without complying with the Consultants' Competitive Negotiation Act; however, a particular engineering project must be publicly announced, notices sent to interested engineering firms, and, if the compensation for the engineering services is more than $5,000, at least three engineering firms must be considered before finally negotiating an engineering contract for the project, as required by the Act. Op.Atty.Gen., 075-131, May 5, 1975.

Municipality was required to comply with the requirements of the Consultants' Competitive Negotiation Act to accomplish the purposes for which it received in procuring professional services grant funds under the Florida Small Cities Community Development Block Grant Program Fund. West's F.S.A. § 287.055 (1990 Supp.). Op.Atty.Gen. 91-34, May 14, 1991 (1991 WL 528169).

Municipalities and other non-state agencies are still subject to the notice requirements and the competitive selection and negotiation requirements of the Consultants' Competitive Negotiation Act. 1975 Amendments did not operate to impliedly repeal these requirements as to the local governmental units designated in the Act. Op.Atty.Gen., 076-142, June 18, 1976.

5. Particular agencies

The Housing Finance Authority of Monroe County is an agency or subdivision of the state and, as an agency that may employ professional service consultants, it falls within the scope of the Consultant's Competitive Negotiation Act and must follow the requirements of the act when it develops real property and must comply with § 255.20, Florida Statutes (1995), in those cases where the authority is the owner of the public building, structure, or other public construction work. Op.Atty.Gen. 96-73, September 24, 1996 (1996 WL 577512).

The state fair authority need not comply with the competitive bidding procedures when it purchases equipment or constructs or repairs buildings, but the authority is subject to this section whether it be designated as an agency or instrumentality. Op.Atty.Gen., 83-20, March 29, 1983 (1983 WL 163731).

The Broward County housing authority is subject to the Consultants' Competitive Negotiation Act and thus required to comply with the act in contracting for the professional services of architects, engineers or registered land surveyors. Op.Atty.Gen., 078-19, Feb. 7, 1978 (1978 WL 24648).

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The Estero fire protection and rescue service district is not subject to the **competitive** bidding requirements of part I of chapter 287, (other than this section), and is not required by Laws 1976, c. 76-408, the special act creating the district, to purchase through **competitive** bidding. In the absence of a statutory requirement, a public body such as the district is not required to purchase through **competitive** bidding. The acquisition of professional services such as architecture, professional engineering, etc., required by the district in connection with construction or modification of fire stations by the district, is subject to the **Consultants' Competitive** Negotiation Act. Op.Atty.Gen., 077-22, Feb. 23, 1977 (1977 WL 26535).

Under provisions of the **Consultants' Competitive** Negotiation Act, pending legislative or judicial clarification, a district school board is required to comply with the public announcement and **competitive** negotiation requirements therein, in purchasing architectural services for a classroom building, even though under the terms of the existing architectural contract the plans and specifications previously prepared may be used by the board at its option at a percentage of the original cost. Op.Atty.Gen., 075-86, March 19, 1975.

The Sarasota-Manatee Airport Authority is not "state agency" but is a "local public agency" within the purview of the State Purchasing Act, Part I of this chapter. It is an "agency" as defined by the Consultants' Competitive Negotiation Act and thus required to comply with that Act in contracting for the professional services of architects, engineers, or registered land surveyors. Op.Atty.Gen., 075-56, March 6, 1975.

Pending legislative or judicial clarification, the Orange County civic facilities authority should comply with provisions of the Consultants' Competitive Negotiation Act in contracting for the professional services of architects, engineers and registered land surveyors. Op.Atty.Gen., 074-308, Oct. 7, 1974.

An independent special district is deemed to be a political subdivision of the state for the purposes of this section under the definition of the term "political subdivision" in § 1.01 and as those words are used in the context of this section; thus, the requirements and inhibitions of this section apply to such independent school district as a "political subdivision" in this state. Op.Atty.Gen., 074-89, March 26, 1974.

6. Bids and bidding

City's procedures in bidding public safety building construction project by allowing contractor with low bid to select and hire architect to prepare, sign and seal architectural drawings and direct project was in contravention of legislative intent and undermined effectiveness of this section; procedure did not further effect distribution of contracts to most qualified firms nor did it insure architectural fees which city pays indirectly would be fair, competitive, or reasonable. City of Lynn Haven v. Bay County Council of Registered Architects, Inc., App. 1 Dist., 528 So.2d 1244 (1988). Municipal Corporations ⚷330(1)

Separately negotiating each phase of a multi-phase project awarded to either a construction manager at risk or program manager at risk does not comply with the plain language or intent of F.S.A. § 287.055(9)(c); a guaranteed maximum price and a completion date must be determined during competitive negotiations. Op.Atty.Gen., 2007-12, February 27, 2007 (2007 WL 788158).

A school board must award a construction management contract to the most qualified contractor at a fair, competitive and reasonable price, but a school board is under no obligation to award such a contract to the bidder with the lowest proposed cost. Op.Atty.Gen., 2002-03, January 7, 2002 (2002 WL 49966).

A school board may consider a potential contractor's knowledge of local conditions as a factor in awarding construction management contracts. Op.Atty.Gen., 2002-03, January 7, 2002 (2002 WL 49966).

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A school board may not act arbitrarily by giving undue weight to any one particular factor in considering the award of construction management contracts. Op.Atty.Gen., 2002-03, January 7, 2002 (2002 WL 49966).

Section 287.055(2)(g), Florida Statutes, authorizes an exemption from the **competitive** bidding requirements of the **Consultants' Competitive** Negotiation Act for either study activity for a fee of up to $25,000 or for work of a specified nature with no time limitation with either activity a subject of a continuing contract but not combinable into one continuing contract. Op.Atty.Gen. 96-52, July 10, 1996 (1996 WL 562015).

7. Negotiations

After selecting a construction management entity, a school board may decide whether to require that an offer include a guaranteed maximum price or a guaranteed completion date. Op.Atty.Gen., 2007-30, July 10, 2007 (2007WL2022101).

8. Continuing contracts

If a municipality determines that it is appropriate to develop criteria for determining which firm under continuing contract with the city will be selected to perform a project, it may do so. However, it may be advisable for governmental entities to adopt administrative rules of procedure to insure that these criteria are applied uniformly to all continuing contracts into which the entity is a party. Op.Atty.Gen., 2007-49, Nov. 7, 2007(2007 WL 3357168).

Section 287.055(2)(g) would control any continuing contracts for professional services into which an airport authority may enter and would prohibit the authority from asking firms providing professional services under continuing contracts to bid against one another. Op.Atty.Gen., 2007-49, Nov. 7, 2007(2007 WL 3357168).

Amendment of definition of "continuing contract" for purposes of this section does not apply retroactively to continuing contracts entered into prior to the effective date of amendment. Op.Atty.Gen., 88-55, Dec. 5, 1988 (1988 WL 407007).

A program of continuous inspections, investigations, examinations and analyses of a municipal water and sewer service system under a continuing contract should be construed as a study activity within subsec. (3)(a) of this section and subject to the Consultants' Competitive Negotiation Act if it involves professional fees of more than $5000.00 and provides for other than general advice and assistance, but that is a factual question to be determined by the governing body of the municipality or other government agency. Op.Atty.Gen., 076-142, June 18, 1976.

The Consultants' Competitive Negotiation Act, West's F.S.A. § 287.055, does not provides criteria for negotiating a contract for professional services under a continuing contract and a municipality may develop its own procedures for evaluating such a contract. Op.Atty.Gen. No. 93-56, Aug. 23, 1993.

9. Performance-based contracts

A county may not enter into a design-build contract (relating to a solid waste disposal facility) which would include professional services without following the procedures set forth in this section. Op.Atty.Gen., 88-54, Nov. 29, 1988 (1988 WL 407008).

10. Minority businesses

As a selection factor for acquiring services under the Consultants' Competitive Negotiations Act, an agency must consider whether a firm is a certified minority business entity. Op.Atty.Gen., 2001-03, January 19, 2001 (2001 WL

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50341).

Municipal ordinance setting a goal for procurement of 51% of professional services, including architectural and engineering services, from qualified minority professionals does not conflict with the Consultants' Competitive Negotiation Act (this section). Op.Atty.Gen. 86-57, June 19, 1986. (1986 WL 219735)

11. Local preferences

A county school board may implement a policy that grants local businesses a preference in the award of purchasing and professional services contracts. Op.Atty.Gen., 2001-65, September 14, 2001 (2001 WL 1081066).

12. Fee schedules

A school board was not authorized to establish a set fee schedule for procuring professional services in advance of conducting competitive selection and negotiation pursuant to this section. Op.Atty.Gen., 88-42, Sept. 27, 1988 (1988 WL 407018).

13. Contingent fee agreements

Brokerage agreement between real estate brokers and vendor which provided for payment of real estate commission contingent on sale of property to school district was not contrary to public policy; contingent fee agreements were common in the industry, statutes did not forbid such a real estate brokerage agreement, and there was no evidence of corruption of improper influence in the securing of the contract. Rotemi Realty, Inc. v. Act Realty Co., Inc., 911 So.2d 1181 (2005), rehearing denied. Brokers 49(2)

14. Standing

Nonprofit corporation whose members were registered architects had standing to challenge process by which city competitively bid public safety building construction project by allegedly circumventing this section by allowing contract with low bid to select and hire architect to prepare, sign and seal architectural drawings and direct project; city's interpretation of this section denied corporation's members potential professional and economic benefits which would have resulted from selection as project architect. City of Lynn Haven v. Bay County Council of Registered Architects, Inc., App. 1 Dist., 528 So.2d 1244 (1988). Municipal Corporations 376

In light of fact that taxpayer failed to allege special injury or assert constitutional challenge, taxpayer citizen did not have standing to bring declaratory judgment action seeking to enjoin city from entering into contract with corporation for design, construction and operation of solid waste disposal and resource recovery facility on ground that city had violated competitive bidding requirements of ordinance and acts in awarding contract to corporation. Godheim v. City of Tampa, App. 2 Dist., 426 So.2d 1084 (1983). Municipal Corporations 993(2)

15. Equitable claims

A clerk of the circuit court does not have the authority to determine the validity of an equitable claim such as quantum meruit and to make payment of such a claim unless directed to do so by the board of county commissioners. Op.Atty.Gen., 2010-20, June 7, 2010 (2010 WL 2871663).

West's F. S. A. § 287.055, FL ST § 287.055

Current through Chapter 229 (End) of the 2012 Second Regular Session and the 2012 Extraordinary Apportionment

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Session of the Twenty-Second Legislature

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END OF DOCUMENT

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Attachment “3”

Dawn Hunziker

From: Chris Giordano <cgiordano@calvin-giordano.com>
Sent: Tuesday, November 06, 2012 12:08 PM
To: Dawn Hunziker
Subject: FW: Good morning

I have Sept 28 as the first email in my file, please see below.

Thank you,

CHRIS GIORDANO
Director of Management Services (Broward)

-----Original Message-----
From: Roger Carlton [mailto:RCarlton@townofsurfsidefl.gov]
Sent: Monday, October 01, 2012 10:44 AM
To: Chris Giordano
Subject: FW: Good morning

Let's discuss.

-----Original Message-----
From: Lynn Dannheisser
Sent: Monday, October 01, 2012 10:43 AM
To: Roger Carlton
Subject: Re: Good morning

If there were no other bids or other contracts involved then yes. It seems though that there may have been other situations. Perhaps my recall is not serving but I am thinking like the seawall thing was not the original rfq there may have been others like that. However, if I am wrong, and all the other POs were under one rfq/contract for services then I need just that.

Sent from my iPad

On Oct 1, 2012, at 10:32 AM, "Roger Carlton" <RCarlton@townofsurfsidefl.gov> wrote:

> I believe you are referring to the resolution that approved CGA years ago and then work orders for various activities over the years. Please verify and then we will organize as time allows.
>
> -----Original Message-----
> From: Lynn Dannheisser
> Sent: Monday, October 01, 2012 10:23 AM
> To: Roger Carlton
> Subject: Re: Good morning
>
> I need the purchase orders attached to the contracts and resolutions approving the contracts to which they pertain.
>
> Sent from my iPad

>
> On Oct 1, 2012, at 10:12 AM, "Roger Carlton" <RCarlton@townofsurfsidefl.gov> wrote:
>
>> What do you want to do with the 1200 pages?
>>
>> -----Original Message-----
>> From: jmkligman [mailto:jmkligman@bellsouth.net]
>> Sent: Friday, September 28, 2012 7:06 PM
>> To: Roger Carlton
>> Subject: RE: Good morning
>>
>> No preference
>>
>> -----Original Message-----
>> From: rcarlton@townofsurfsidefl.gov [mailto:rcarlton@townofsurfsidefl.gov]
>> Sent: Friday, September 28, 2012 9:13 AM
>> To: Michelle Kligman
>> Subject: Good morning
>>
>> I have about 1200 pages of CGA stuff Lynn requested. Please let me know if there is some order you would like the documents arrayed in to facilitate your review.
>> Sent via BlackBerry by AT&T
>> -----
>> No virus found in this message.
>> Checked by AVG - www.avg.com
>> Version: 2012.0.2221 / Virus Database: 2441/5296 - Release Date: 09/28/12
>>

NOTE: Florida Public Records Law provides that most written communications to or from Municipal employees regarding town business are public records, available to the public and media upon request. Therefore, this e-mail message may be subject to public disclosure.

[http://www.calvin-giordano.com/CGA_brushed.gif]
Broward Palm Beach
phone: 954.921.7781
fax: 954.921.8807 phone: 561.684.6161
fax: 561.684.6360

[http://www.calvin-giordano.com/commonImages/2009-HTF-Winner-logo-sm-for.gif] [http://www.calvin-giordano.com/commonImages/CGA-Best-Place-To-Work.gif]

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Attachment “4”

Attachment "4"

Summary of CGA Work Orders Since Inception

Outside of Town Manager's Purchasing Range

PO No	Contract/Project No	Resolution No	Scope	Amount	
100013	07-1132	2008-1813	IT Desktop Services	$50,000	
	07-1132	2008-1813	IT-Meeting Broadcasting	$200/Event	
100076	11-3895	2011-2014	IT Support for Police Dept FY11 (Prorated 7 months)	$13,738	
100091	11-3895	2011-2014	IT Support for Police Dept FY12	$23,550	
100090	07-1132	2008-1813	IT Support for Town Staff FY 12	$51,500	
100058	07-1132	2008-1813	IT Support for Town Staff FY 11	$51,500	
100043	07-1132	2008-1813	IT Support for Town Staff FY 10	$51,312	
100014	07-1132	2008-1813	IT Support for Town Staff FY 09	$50,000	
	08-1877	06-10-08 Agenda, need Reso	Debris Management Plan	$12,054	
100020	07-1518	08-1842	Sign Inventory and Uniform Sign Program	$14,585	
100015	06-5355.10	07-1763	Community Center PM CO for Redesign/Rebid	$53,000	Response to RFQ Dated 3/23/2007
100022	06-5355.12	07-1763	Community Center PM Services	$305,550	Response to RFQ Dated 3/23/2007
100017	06-5905.1	2007-1774	EAR Report	$60,630	
100025	08-2075	08-1807	EAR Report	$112,345	
100016	07-1053	9/11/07 Agenda-Need Reso	Surveying Services for Beach Walk	$64,000	
100038	09-2365	09-1883	Water Main Design Phase I	$83,826	
100039	09-2365.1	09-1897	Water Main Design Phase II	$46,737	
100040	09-2365.2	09-1897	Water Main Design Phase III	$52,033	
100071	06-5355.15	11-1998	Eng/Management/Inspection WSSD	$714,792	
100069	09-2365.5	11-2001	Design,permit dry force main lines	$15,790	
100065	10-3832	11-2000	Topo for milling/resurfacing plan	$8,871	
100067	10-3815	11-1999	Utility Website Creation & Updates	$13,388	
100050	08-2045.2	10-1927	San sewer PS 1-2 Improvements	$73,340	Offset by grants CGA acquired
100049	08-2045.1	10-1928	Sanitary lining and replacement design	$64,154	
100035	08-2045	NEED	San Sewer mast plan	$144,795	
100008	07-1552	2008-1811	Drainage Design/Permit/Grants/BMP	$399,500	
100009	07-1552	2008-1811	Drainage Design/Permitting Meetings	$0	No money ever billed to this PO
100011	08-1614	2008-1810	Planning Services	$13,050	
100027	08-1789	08-1841	Speed Tables & Signage	$12,254	
100028	08-1876	08-1843	Town wide stop sign analysis	$53,739	
100054	10-3280	2010-1936	ARRA FDOT Ramps & Lighting	$10,000	CGA obtained ARRA funding to cover all costs
100010	08-1614	2008-1810	Comp Plan Amendment Traffic	$3,015	
100012	08-1614	2008-1810	Comp Plan Amendment Planning	$13,050	
100092	07-1536	2007-1791	Community Devel Director FY12	$85,481	
100059	07-1536	2007-1791	Community Devel Director FY11	$55,481	
100048	07-1536	2007-1791	Community Devel Director FY10	$55,481	
100029	07-1536	2007-1791	Community Devel Director FY09	$92,363	
100001	07-1536	2007-1791	Community Devel Director FY08	$78,750	
100093	07-1539	2007-1791	Planning and Zoning Process FY 12	$63,654	
100060	07-1539	2007-1791	Planning and Zoning Process FY 11	$63,654	
100044	07-1539	2007-1791	Planning and Zoning Process FY 10	$63,442	
100030	07-1539	2007-1791	Planning and Zoning Process FY 09	$61,575	
100003	07-1539	2007-1791	Planning and Zoning Process FY 08	$52,500	
100094	07-1541	2007-1791	Community Services and General Engineering FY12	$74,160	
100061	07-1541	2007-1791	Community Services and General Engineering FY11	$74,160	
100046	07-1541	2007-1791	Community Services and General Engineering FY10	$74,160	
100031	07-1541	2007-1791	Community Services and General Engineering FY09	$73,890	
100004	07-1541	2007-1791	Community Services and General Engineering FY08	$126,000	
100033	07-1544	2007-1791	Emergency Mgmt. Meetings and Procedures FY 09	$12,315	
100006	07-1544	2007-1791	Emergency Mgmt. Meetings and Procedures FY 08	$10,500	
100095	07-1542	2007-1791	Website Hosting FY 12	$12,731	
100062	07-1542	2007-1791	Website Hosting FY 11	$12,731	
100047	07-1542	2007-1791	Website Hosting FY 10	$12,684	
100032	07-1542	2007-1791	Website Hosting FY 09	$12,315	
100005	07-1542	2007-1791	Website Hosting FY 08	$10,500	
100000	06-5355		Hrly prior to general contract.	$431,259	Hrly prior to general contract.

$4,245,882

*Numbers include reimbursable

Within Town Manager's Purchasing Range

PO No	Contract/Project No	Resolution No	Scope	Amount	
	08-1797	N/A	Water Supply Cap Element Update	$5,040	
100057	06-5355.13	N/A	Parking Lot Const Management	$6,310	
100017	07-1202	N/A	Surveying Services Community Center	$7,710	
100037	07-1202.1	N/A	Community Center Revision Survey	$1,959	
100041	07-1202.2	N/A	DEP Permit Survey	$3,119	
100002	07-5395	N/A	Website Redesign	$8,000	
100018	08-1773	N/A	10 Year Water Supply Plan	$7,403	
100019	08-1797	N/A	Update Comp Plan Based on water plan	$5,040	
	08-1878	N/A	ICS Training for EOC Personnel	$5,280	
100023	08-1933	N/A	Property Record Review	$5,600	
100026	08-2076	N/A	CIE Update for Comp Plan	$5,738	
100070	09-2365.6	N/A	MOT and Phasing Plan for WSSD	$1,671	Original Prop for $18k, scope reduced to $1.6k
100034	08-2080	N/A	Tourist Bureau Website	$5,964	
100036	08-2151	N/A	Web tax calculator	$672	
100024	08-2173	N/A	Map Legal Boundary of Town	$4,389	
100042	09-2685	N/A	CIE Update for Comp Plan	$5,634	
100055	10-3567	N/A	Municipal Lot Rezoning	$3,233	
100056	10-3575	N/A	CIE Update for Comp Plan	$5,000	
100068	10-3832.1	11-2002	Pavement Restoration Plan	$7,463	
100099	11-4693	N/A	CIE Update for Comp Plan	$4,586	
	11-4709	N/A	SRF Loan Application	$6,806	
	12-5124	N/A	Survey, Sketch and Legal of Downtown Bus Dist	$7,774	
	12-5333.1	N/A	GIS data location and DB creation for sign inventory	$8,421	
	12-5333.2	N/A	GIS DB Creation for tree inventory	$4,255	
				$127,066	

*Numbers include reimbursable

Work Authorizations under $8,500

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

Date: April 23, 2008

Mr. Gary Word
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 003
Surfside Water Supply Elements Update
CGA Proposal No. 08-1797

Dear Mr. Word,

Funding is appropriated within the FY 2008 Budget for the Surfside Water Supply Elements Update.

Enclosed for your review and approval is Work Authorization No. 003 for the Surfside Water Supply Elements Update. The scope of the project includes updating the Comprehensive Plan Elements based on the Water Supply Plan changes.

The Scope of Services to be furnished under this Work Authorization includes Planning as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $5,040.00.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Work will commence upon the Town's execution of the Work Authorization. Should you have any questions concerning this matter, please feel free to contact me at your convenience.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Shelley Eichner, AICP
Vice President

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	003
PROJECT NAME	Surfside Water Supply Elements Update CGA Proposal No. 08-1797
DESCRIPTION	updating the Comprehensive Plan Elements based on the Water Supply Plan changes

TITLE	**RATE**	**HOURS**	**COST**
Planning Assist Director	$120.00	40	$4,800.00
			$4,800.00

SUB-CONSULTANTS	**COST**

LABOR SUBTOTAL	**$4,800.00**
REIMBURSABLE SUBTOTAL	**$240.00**
TOTAL	**$5,040.00**

Reviewed by: Gary L Word
Gary Word, Town Manager

Work Authorization No. 003
April 23, 2008
Calvin, Giordano & Associates, Inc. Proposal No. 08-1797

TOWN OF SURFSIDE

Surfside Water Supply Elements Update

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Planning Services

A. Update the Capital Improvements, Infrastructure and Conservation Elements of the Comprehensive Plan based on the 10 Year Water Supply Plan.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $4,800.00 plus reimbursables at $240.00 with a total not to exceed amount of $5,040.00. Payments to be made monthly.

3. SUBMITTED

Submitted by: Shelley Eichner, AICP Date: 4/23/08

4. APPROVAL

Approved by: Gary Word, Town Manager Date: 4/29/08

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,057

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 9/10/10 **CGA PROJECT NUMBER** 06-535

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
	PARKING LOT CONSTRUCTION MANAGEMENT **LUMPSUM-EXENSES INCLUDED**	$6,309.84	$6,309.84
	DEPT. Public Works / P.D. (PARKING) ACCT. # [redacted] 402.0500.545.6310 PARKING FUND I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly)

Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Additional Services Agreement

DATE:	September 1, 2010
RE:	Parking Lot Construction Management
CLIENT:	Town of Surfside
	9293 Harding Avenue
	Surfside, FL 33154
ATTENTION:	Mr. Fernando Rodriguez
CGA NO.:	06-5355.13

CGA HAS BEEN ADVISED TO PROCEED WITH THE FOLLOWING ADDITIONAL SERVICES:

Due to the client's request for work outside the original scope of services, Calvin, Giordano & Associates, Inc. will provide the following additional services:

I. Professional Government Consulting Services

A. Bidding & Award

1. Provide assistance throughout the bidding and award process.

   - Provide responses to bidders Request For Information (RFI) during bid advertisement.
   - Attend Pre-Construction meeting to address questions and comments from potential bidders.
   - Attend bid opening and provide assistance during the bid opening.
   - Provide the Town with a cost estimate for the Design/Build of the parking lot.

B. Design, Permitting & Construction

1. Provide Construction Administration throughout the permitting process, including:

   - DERM, Fire, & WASD permitting.

2. Provide Construction Administration Services throughout the design process, including:

   - Review and provide input and corrections to all renderings, drawings, and designs provided by the Design/Build Contractor.

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utilitiy & Community Maintenance Services

1800 Eller Drive, Suite 600
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www.calvin-giordano.com

Fort Lauderdale Treasure Coast Central Florida Homestead Metro Atlanta

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Additional Services Agreement

DATE:	September 1, 2010
RE:	Parking Lot Construction Management
CLIENT:	Town of Surfside
	9293 Harding Avenue
	Surfside, FL 33154
ATTENTION:	Mr. Fernando Rodriguez
CGA NO.:	06-5355.13

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Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utilitiy & Community Maintenance Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Fort Lauderdale Treasure Coast Central Florida Homestead Metro Atlanta

- Follow up with the Design/Build Contractor to ensure they are keeping on schedule. Provide weekly progress updates to Public Works Director.

3. Provide Construction Administration throughout the construction process, including:

   - Weekly site visits to review and document construction progress, inspections, permit compliance.
   - Attend weekly on-site construction progress meetings and produce meeting minutes.
   - Ensure all inspection parties are given advanced notice.
   - Review and approve all payment applications submitted by the Design/Build Contractor.

C. Project Close-Out

1. Review final payment application. Ensure all sub-contractors and/or suppliers are paid prior to issuing final payment to Contractor.
2. Review As-Built survey to ensure their accuracy prior to final payment to the Contractor is made.
3. Ensure Contractor completes all work and cleans up site prior to issuance of final payment.

COST OF THESE SERVICES:	
Lump Sum	$6,309.84

AUTHORIZATION

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

By: _____
Mr. Fernando Rodriguez
Public Works Director
Date: 9/10/10

By: _____
Dennis J. Giordano
President
Date: 9/2/10

Gary K. Word 9/8/10

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

TOWN OF SURFSIDE
PROFESSIONAL FEE SCHEDULE

Principal	212.18
Executive Assistant	74.26

ENGINEERING

Associate, Engineering	185.66
Director, Engineering	159.14
Project Manager	137.92
Resident Inspector	127.31
Project Engineer	127.31
Engineer	106.09
Jr. Engineer	90.18
Senior CADD Technician	106.09
CADD Technician	84.87
Traffic Technician	79.57
Permit Administrator	79.57
Clerical	74.26

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	159.14
GIS Coordinator	137.92
GIS Specialist	116.70
Multi-Media 3D Developer	95.48
GIS Technician	84.87
Sr. Applications Developer	169.74
Applications Developer	127.31
Network Administration	137.92
System Support Specialist	116.70
IT Support Specialist	84.87

CONSTRUCTION

Associate, Construction	159.14
Construction Management Dir.	127.31
Senior Inspector	95.48

EMERGENCY MANAGEMENT

Director	137.92
Planner	95.48
Jr. Planner	79.57

PLANNING

Associate, Planning	159.14
Director of Planning	137.92
Planning Administrator	127.31
Assistant Director	116.70
Planner	95.48
Jr. Planner	79.57

EXPERT WITNESS

Principal/Associate	318.27
Registered Engineer/Surveyor	265.23
Project Engineer	212.18

LANDSCAPE ARCHITECT

Associate, Landscape	159.14
Senior Landscape Architect	122.00
Environmental Administrator	116.70
Landscape Architect	106.09
Environmental Specialist	95.48
Landscape CADD Technician	84.87
Environmental Assistant	74.26

SURVEYING

Associate, Surveying	169.74
Hydrographic Survey Crew	344.79
G.P.S. Survey Crew	148.53
Survey Crew	132.61
Senior Registered Surveyor	137.92
Survey Coordinator	90.18
CADD Technician	84.87
Submeter G.P.S	68.96

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	106.09
Environmental Scientist	90.18

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utilitiy & Community Maintenance Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,017

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 07/19/07 _____ **CGA PROJECT NUMBER** 07-1202

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
SURVEY FOR COMMUNITY CTR	SURVEYING SERVICES (ONLY) FOR COMMUNITY CENTER	$7,710.00	$7,710.00
	CONTRACT COST	9/25/07	(4,655.00)
		11/27/07	(2,370.00)
		1/29/08	(685.00)
	Paid in Full		0
	DEPT. Town Hall		
	ACCT. # 301-4400.539.6310		
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.		
	DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

July 18, 2007

Mr. W.D. Higginbotham, Jr.
Town Manager
Town of Surfside
Municipal Building 9293 Harding Avenue
Surfside, FL 33154

RE: Surfside Community Center
CGA Proposal No. 07-1202

Dear Mr. Higginbotham, Jr.,

We are pleased to submit this proposal for Professional Services on the above referenced project located in the County of Dade.

I. Professional Surveying Fort Lauderdale Services

A. Prepare a boundary survey to Florida Minimum Technical Standards for the Town of Surfside Community Center. The survey will show all above ground improvements, the Coastal Construction Control Line, the Bulkhead Line and the Erosion Control Line. The legal description for the property is Lot 1, Block 1, Surfside Center, Plat Book 70, Page31 of the Public Records of Dade County, Florida

BASIS OF PROPOSAL

- Calvin, Giordano & Associates, Inc. is performing the surveying services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. will ensure that all consultants carry proper insurance, including professional liability insurance, if appropriate.

ADDITIONAL FEES

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

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:

- 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.

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 Surveying Fort Lauderdale Services**	**$7,710.00**
	Boundary Survey	$7,710.00
	TOTAL Lump Sum	**$7,710.00**

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. agrees to indemnify, hold harmless and, at CLIENT's option, defend or pay for an attorney selected by CLIENT, to defend CLIENT, 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 Calvin, Giordano & Associates, Inc.
- 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.

- 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.

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.

Joe Aldacosta
Senior Associate, PSM

Cost of these services are $7,710.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: _____ Date: 7/18/07
Name: Joe Aldacosta
Title: Senior Associate, PSM

By: _____ Date: July 19, 2007
Name: Mr. W.D. Higginbotham, Jr.
Title: Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	200.00

ENGINEERING

Associate, Engineering (VI)	175.00
Director, Engineering (V)	150.00
Project Manager (IV)	130.00
Resident Inspector	120.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	85.00
Senior CADD Technician Manager	100.00
CADD Technician	80.00
Traffic Technician	75.00
Permit Administrator	75.00
Clerical	70.00

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	150.00
GIS Coordinator	130.00
GIS Specialist	110.00
Multi-Media 3D Developer	90.00
GIS Technician	80.00
Sr. Applications Developer	
Private	160.00
Public	160.00
Applications Developer	
Private	120.00
Public	120.00
Network Engineer	130.00

CONSTRUCTION

Associate, Construction	150.00
Construction Management Director	120.00
Senior Inspector	90.00

EMERGENCY MANAGEMENT

Director	130.00
Planner	90.00
Jr. Planner	75.00

Executive Assistant	70.00

PLANNING

Associate, Planning	150.00
Director of Planning	130.00
Planning Administrator	120.00
Assistant Director	110.00
Planner	90.00
Jr. Planner	75.00

EXPERT WITNESS

Principal/Associate	300.00
Registered Engineer/Surveyor	250.00
Project Engineer	200.00

LANDSCAPE ARCHITECT

Associate, Landscape	150.00
Senior Landscape Architect	115.00
Environmental Administrator	110.00
Landscape Architect	100.00
Environmental Specialist	90.00
Landscape CADD Technician	80.00
Environmental Assistant	70.00

SURVEYING

Associate, Surveying	160.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	140.00
Survey Crew	125.00
Senior Registered Surveyor	130.00
Survey Coordinator	85.00
CADD Technician	80.00
Submeter G.P.S	65.00

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	100.00
Environmental Scientist	85.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

C:\Documents and Settings\AErnst\My Documents\Prof Fee Schedule eff July 2006-2007.doc

Effective July 1, 2006

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,037

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 12/29/08 _____ **CGA PROJECT NUMBER** 07-1202.1

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
COMMUNITY CENTER REVERSION-SURVEY	COMMUNITY CENTER REVERSION—SURVEY WA#021 BUDGET INCLUSIVE OF REIMBURSABLES DEPT. Capital Improvements ACCT. # #301-4400-539-6210 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD	$1,959.00	$1,959.00

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly)

Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

RECEIVED
DEC 31 2008
Calvin, Giordano, & Associates
Engineers Surveyors Planners

Date: December 23, 2008

Mr. Gary Word
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 21
Surfside Community Center Reversion
CGA Proposal No. 07-1202.1

Dear Mr. Word,

Enclosed for your review and approval is Work Authorization No. 21 for Surfside Community Center Reversion. The scope of the project includes the Boundary Survey.

The Scope of Services to be furnished under this Work Authorization includes Surveying as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $1,659.00.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services
Governmental Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvingiordano.com

Work Authorization No. 21
December 23, 2008
Calvin, Giordano & Associates, Inc. Proposal No. 07-1202.1

TOWN OF SURFSIDE

Surfside Community Center Reversion

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Surveying Services

A. Prepare a Sketch and description of twenty (20) foot strip of right-of-way of Collins Avenue, to be released by Florida Department of Transportation. Description will be in compliance with F.D.O.T. Standards and will meet State of Florida Minimum Technical Standards set forth by the State Board Of Professional Surveyors and Mappers.

B. Field locate the existing Mast Arm Pole and prepare a Sketch and Description for a fifteen (15) foot wide easement centered on the measured pole location. The Description will be in compliance with F.D.O.T. Standards and will meet State of Florida Minimum Technical Standards set forth by the State Board of Professional Surveyors and Mappers.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $1,580.00 plus reimbursables at $79.00 with a total not to exceed amount of $1,659.00. Payments to be made monthly.

3. SUBMITTED

Submitted by: _____ Date: 12-23-08
Dennis J. Giordano

4. APPROVAL

Approved by: _____ Date: 12/29/08
Gary Word, Town Manager

Work Authorization No. 21
December 23, 2008
Calvin, Giordano & Associates, Inc. Proposal No. 07-1202.1

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	21
PROJECT NAME	Surfside Community Center Reversion CGA Proposal No. 07-1202.1
DESCRIPTION	Boundary Survey - Requested by Greg Clements

TITLE	RATE	HOURS/UNITS	COST
Sr. Registered Surveyor	$140.00	3	$420.00
Survey CADD Technician	$90.00	6	$540.00
Survey Coordinator	$100.00	1	$100.00
Survey Crew	$130.00	4	$520.00
			$1,580.00

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$1,580.00**
REIMBURSABLE SUBTOTAL	**$79.00**
TOTAL	**$1,659.00**

Reviewed by: Gary L Word
Gary Word, Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	210.00
Executive Assistant	70.00
ENGINEERING	
Associate, Engineering (VI)	185.00
Director, Engineering (V)	160.00
Project Manager (IV)	140.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	95.00
Senior CADD Technician Manager	110.00
CADD Technician	90.00
Traffic Technician	85.00
Permit Administrator	85.00
Clerical	70.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	160.00
GIS Coordinator	140.00
GIS Specialist	120.00
Multi-Media 3D Developer	110.00
GIS Technician	95.00
Sr. Applications Developer	160.00
Applications Developer	130.00
Network Administrator	150.00
System Support Specialist	110.00
IT Support Specialist	80.00
CONSTRUCTION	
Associate, Construction	160.00
Construction Management Director	130.00
Senior Inspector	95.00
Inspector	85.00
EMERGENCY MANAGEMENT	
Director	140.00
Planner	100.00
Jr. Planner	85.00

PLANNING	
Associate, Planning	160.00
Director of Planning	140.00
Planning Administrator	130.00
Assistant Director	120.00
Planner	100.00
Jr. Planner	85.00
EXPERT WITNESS	
Principal/Associate	325.00
Registered Engineer/Surveyor	275.00
Project Engineer	225.00
LANDSCAPE ARCHITECT	
Associate, Landscape	160.00
Senior Landscape Architect	125.00
Environmental Administrator	120.00
Landscape Architect	110.00
Environmental Specialist	100.00
Landscape CADD Technician	90.00
Environmental Assistant	80.00
SURVEYING	
Associate, Surveying	160.00
Senior Registered Surveyor	140.00
Survey Crew	130.00
Registered Surveyor	120.00
Survey Coordinator	100.00
CADD Technician	90.00
3D Laser Scanner	350.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	150.00
Sub-meter G.P.S	70.00
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	110.00
Environmental Scientist	95.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective January 1, 2008

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services
Governmental Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Fort Lauderdale West Palm Beach Orlando Homestead

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,041

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 7/08/09 **CGA PROJECT NUMBER** 07-1202.2

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
COMMUNITY CENTER DEP PERMIT	COMMUNITY CENTER DEP PERMIT WA#031 (POOL LOCATIONS) 8/31/09 BUDGET INCLUSIVE OF REIMBURSABLE DEPT. _____ ACCT. # 301-4400.539-6210 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD	$3,118.50 #34210	$3,118.50 (3,115.77)

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly)

Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

Date: July 8, 2009

Mr. Gary Word
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

301-4400-539-6210

RE: Work Authorization No. 31
Town of Surfside Community Center - DEP Permit
CGA Proposal No. 07-1202.2

Dear Mr. Word,

Enclosed for your review and approval is Work Authorization No. 31 for Town of Surfside Community Center - DEP Permit. The scope of the project includes location of existing pools within 1000 feet of subject property.

The Scope of Services to be furnished under this Work Authorization includes Surveying as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $3,118.50.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Robert W. Jackson Jr., PSM
Director, Surveying & Mapping

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services
Governmental Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-giordano.com

Work Authorization No. 31
July 8, 2009
Calvin, Giordano & Associates, Inc. Proposal No. 07-1202.2

TOWN OF SURFSIDE

Town of Surfside Community Center - DEP Permit

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Surveying Services

A. Locate existing pools within 1000' north and 1000' south of the Community Center site. Add location of pools to the Survey drawing, calculate and show ties to the Coastal Construction Control Line.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $2,970.00 plus reimbursables at $148.50 with a total not to exceed amount of $3,118.50. Payments to be made monthly.

3. SUBMITTED

Submitted by: _____ Date: 7-8-2009
Robert W. Jackson Jr., PSM

4. APPROVAL

Approved by: _____ Date: 7/9/09
Gary Word, Town Manager

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	31
PROJECT NAME	Town of Surfside Community Center - DEP Permit
	CGA Proposal No. 07-1202.2
DESCRIPTION	Location of existing pools within 1000"" of subject property.

TITLE	RATE	HOURS/UNITS	COST
Sr. Registered Surveyor	$133.90	3	$401.70
Survey CADD Technician	$84.20	8	$673.60
Survey Coordinator	$87.55	4	$350.20
Survey Crew	$128.75	12	$1,545.00
			$2,970.50

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$2,970.50**
REIMBURSABLE SUBTOTAL	**$148.53**
TOTAL	**$3,119.03**

Reviewed by: Gary L Word
Gary Word, Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

TOWN OF SURFSIDE
PROFESSIONAL FEE SCHEDULE

Principal	206.00
Executive Assistant	72.10

ENGINEERING

Associate, Engineering	180.25
Director, Engineering	154.50
Project Manager	133.90
Resident Inspector	123.60
Project Engineer	123.60
Engineer	103.00
Jr. Engineer	87.55
Senior CADD Technician	103.00
CADD Technician	82.40
Traffic Technician	77.25
Permit Administrator	77.25
Clerical	72.10

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	154.50
GIS Coordinator	133.90
GIS Specialist	113.30
Multi-Media 3D Developer	92.70
GIS Technician	82.40
Sr. Applications Developer	164.80
Applications Developer	123.60
Network Administration	133.90
System Support Specialist	113.30
IT Support Specialist	82.40

CONSTRUCTION

Associate, Construction	154.50
Construction Management Director	123.60
Senior Inspector	92.70

EMERGENCY MANAGEMENT

Director	133.90
Planner	92.70
Jr. Planner	77.25

PLANNING

Associate, Planning	154.50
Director of Planning	133.90
Planning Administrator	123.60
Assistant Director	113.30
Planner	92.70
Jr. Planner	77.25

EXPERT WITNESS

Principal/Associate	309.00
Registered Engineer/Surveyor	257.50
Project Engineer	206.00

LANDSCAPE ARCHITECT

Associate, Landscape	154.50
Senior Landscape Architect	118.45
Environmental Administrator	113.30
Landscape Architect	103.00
Environmental Specialist	92.70
Landscape CADD Technician	82.40
Environmental Assistant	72.10

SURVEYING

Associate, Surveying	164.80
Hydrographic Survey Crew	334.75
G.P.S. Survey Crew	144.20
Survey Crew	128.75
Senior Registered Surveyor	133.90
Survey Coordinator	87.55
CADD Technician	82.40
Submeter G.P.S	66.95

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	103.00
Environmental Scientist	87.55

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
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Construction Services
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Building Code Services
Governmental Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Effective November 14, 2008

Jesus Cruz

From: Bob Jackson
Sent: Thursday, August 13, 2009 9:11 AM
To: Jesus Cruz
Subject: FW: Pool Locations in the Town of Surfside

07-1202.2

ROBERT W. JACKSON Jr. PSM
Director of Surveying & Mapping
Surveying & Mapping (Broward)

From: Bob Jackson
Sent: Wednesday, July 08, 2009 4:45 PM
To: Greg Clements; Jim Frederick
Cc: Phil Mastrosimone
Subject: Pool Locations in the Town of Surfside

I just spoke to Phil and he said the Town Manager Mr. Gary Word has approved our proposal verbally.

Please schedule a crew to go out and pick up the necessary information Friday.

We are to complete our task by Wednesday afternoon or Thursday morning.

Thanks and good work on the proposal Greg.

ROBERT W. JACKSON Jr. PSM
Director of Surveying & Mapping
Surveying & Mapping (Broward)

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,002

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 2/13/2007 **CGA PROJECT NUMBER** 07-5395

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
WEBSITE REDEVELOPMENT	DATA TECHNOLOGIES AND DEVELOPMENT/WEB DEVELOPMENT WEBSITE RE-DESIGN, CONTENT, CREATE SITEMAP, WEBSITE REDEVELOPMENT, CREATE SITEMAP,	$8,000.00	$8,000.00 ONE TIME CONTRACT
	ONE TIME CONTRACT APPROVED BY MANAGER		
	Ch #71183	4/18/07	(450.00)
	Ch #72024	7/10/07	(7550.00)
	PAID in FULL		0
	DEPT. _____ ACCT. # 001-2000-512-31-00 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. _____ DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

_____
Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

February 13, 2007

Mr. W. D. Higginbotham, Jr.
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

RE: Town of Surfside Website Redevelopment
CGA Proposal No. 07-5395

Dear Mr. Higginbotham,

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

SCOPE OF SERVICES

I. Data Technologies and Development/Web Development

A. Website Redesign
1. Initial meeting to discuss client's needs.
2. Collect content to be used in the site design.
3. Design layouts for home page and interior page templates.

B. Website Content
1. Create site map based on existing website.
2. All information will be used from existing website.

C. Website Redevelopment
1. Set up server and determine directory structure.
2. Cut layouts for home page and interior page templates.
3. Add provided content to all pages.

II. Website Maintenance and Hosting

A. Determine monthly dates to update website content.
B. Website hosting is to be provided by Calvin, Giordano & Associates, Inc.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Fort Lauderdale West Palm Beach Orlando Fort Pierce Homestead

BASIS OF PROPOSAL

- Calvin, Giordano & Associates, Inc. will ensure that all consultants carry proper insurance, including professional liability insurance, if appropriate.

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:

- 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.

- Review of Data supplied by the Client (ie. GIS data sets, databases, Aerial images, etc.) required for integration into this project describe in the scope of services.

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 will be invoiced 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 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

PROPOSED SCHEDULE OF FEES		
I.	Data Technologies and Development/ Web Development	$8,000.00
II.	Website Maintenance and Hosting	$1,000.00 per month
	TOTAL	$8,000.00

TERMS OF THE AGREEMENT

- 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.

- Calvin, Giordano & Associates, Inc. agrees to indemnify, hold harmless and, at CLIENT's option, defend or pay for an attorney selected by CLIENT, to defend CLIENT, 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 Calvin Giordano & Associates, Inc.

- 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.

- 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.

- All aspects of development created by Calvin, Giordano & Associates will be property of the CLIENT and will given to the CLIENT at time of project completion.

- 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.

- 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.

MISCELLANEOUS PROVISIONS

- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

- 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.

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

HP\jm

Attachment

Cost of these services are $8,000.00 and $1,000.00 monthly for Hosting & Maintenance

ACCEPTANCE OF CONTRACT

Calvin, Giordano & Associates, Inc.

By: _____ Date: 2-15-07

Name: Dennis J. Giordano
Title: President

Town of Surfside

By: _____ Date: 2/20/2007

Name: W. D. Higginbotham, Jr.
Title: Town Manager

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,018

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 04/29/08 _____ **CGA PROJECT NUMBER** 08-1773

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
WATER SUPPLY PLAN	10 YEAR WATER SUPPLY PLAN CONTRACT COST—INCLUDES REIMBURSABLES DEPT. W&S ACCT. # 401-9900-536-3101 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD	$7,402.50	$7,402.50

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L Word
Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

Date: April 23, 2008

Mr. Gary Word
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 001
Town of Surfside Water Supply Plan
CGA Proposal No. 08-1773

Dear Mr. Word,

Funding is appropriated within the FY 2008 Budget for the Town of Surfside Water Supply Plan.

Enclosed for your review and approval is Work Authorization No. 001 for the Town of Surfside Water Supply Plan. The scope of the project includes creating the 10 Year Water Supply Plan.

The Scope of Services to be furnished under this Work Authorization includes Civil Engineering and Planning as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $7,402.50.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Fort Lauderdale West Palm Beach Orlando Fort Pierce Homestead

Work will commence upon the Town's execution of the Work Authorization. Should you have any questions concerning this matter, please feel free to contact me at your convenience.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Shelley Eichner

Shelley Eichner, AICP
Vice President

Work Authorization No. 001
April 23, 2008
Calvin, Giordano & Associates, Inc. Proposal No. 08-1773

TOWN OF SURFSIDE

Town of Surfside Water Supply Plan

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Engineering Services

A. Civil Engineering

1. Create a 10 Year Water Supply Facilities Work Plan

II. Professional Planning Services

A. Coordinate the planning aspects of the 10 Year Water Supply Plan.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $7,050.00 plus reimbursables at $352.50 with a total not to exceed amount of $7,402.50. Payments to be made monthly.

3. SUBMITTED

Submitted by: Shelley Eich Date: 4/23/08
Shelley Eichner, AICP

4. APPROVAL

Approved by: Gary L. Word Date: 4/29/08
Gary Word, Town Manager

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	001
PROJECT NAME	Town of Surfside Water Supply Plan CGA Proposal No. 08-1773
DESCRIPTION	creating the 10 Year Water Supply Plan

TITLE	**RATE**	**HOURS**	**COST**
Associate Engineering VI	$185.00	8	$1,480.00
Jr. Engineer I	$95.00	46	$4,370.00
Planning Assist Director	$120.00	10	$1,200.00
			$7,050.00

SUB-CONSULTANTS	**COST**

LABOR SUBTOTAL	**$7,050.00**
REIMBURSABLE SUBTOTAL	**$352.50**
TOTAL	**$7,402.50**

Reviewed by: Gary L Word
Gary Word, Town Manager

Calvin, Giordano & Assoc., Inc.
Federal ID: 65-0013869
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
954-921-7781

TOWN OF SURFSIDE
9293 HARDING AVENUE
SURFSIDE, FL 33154

Invoice number 29488
Date 6/3/2008

Contract: 081773
Surfside Water Supply Plan

Customer ID: T914

Attn: Mr. Gary Word
Project 08-1773 Surfside Water Supply Plan WO# 001
PO# 100,018 401-9900-536-3101

SEND PO WITH INVOICE

Billing period through April 30th 2008

Item: 10000 ENGINEERING

Labor

Employee	Date	Hours	Rate	Amount
FRANCISCO REINA - Engineer				
Report Preparation	4/30/2008	1.00	110.00	110.00
Started on TOC corresponding to the 10 Year Water Supply Plan.				
Labor subtotal		1.00		110.00

Item subtotal	110.00
Invoice total	110.00

Project Summary

Fee	7,402.50
Invoiced to date	110.00
Fee remaining	7,292.50

401-9900-536-3101

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,019

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 04/29/08 **CGA PROJECT NUMBER** 08-1797

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
WATER SUPPLY ELEMENTS UPDATE	UPDATE COMP PLAN BASED ON 10 YR WATER SUPPLY PLAN CONTRACT COST—INCLUDES REIMBURSABLES DEPT. Water & Sewer ACCT. # 401-9900-536-3101 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD	$5,040.00	$5,040.00

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L. Word
Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: April 23, 2008

Mr. Gary Word
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 003
Surfside Water Supply Elements Update
CGA Proposal No. 08-1797

Dear Mr. Word,

Funding is appropriated within the FY 2008 Budget for the Surfside Water Supply Elements Update.

Enclosed for your review and approval is Work Authorization No. 003 for the Surfside Water Supply Elements Update. The scope of the project includes updating the Comprehensive Plan Elements based on the Water Supply Plan changes.

The Scope of Services to be furnished under this Work Authorization includes Planning as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $5,040.00.

Engineering
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1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-gior

Fort Lauderdale West Palm Beach Orlando

Work will commence upon the Town's execution of the Work Authorization. Should you have any questions concerning this matter, please feel free to contact me at your convenience.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Shelley Eichner

Shelley Eichner, AICP
Vice President

Work Authorization No. 003
April 23, 2008
Calvin, Giordano & Associates, Inc. Proposal No. 08-1797

TOWN OF SURFSIDE

Surfside Water Supply Elements Update

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Planning Services

A. Update the Capital Improvements, Infrastructure and Conservation Elements of the Comprehensive Plan based on the 10 Year Water Supply Plan.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $4,800.00 plus reimbursables at $240.00 with a total not to exceed amount of $5,040.00. Payments to be made monthly.

3. SUBMITTED

Submitted by: Shelley Eich Date: 4/23/08
Shelley Eichner, AICP

4. APPROVAL

Approved by: Gary L. Word Date: 4/29/08
Gary Word, Town Manager

Work Authorization No. 003
April 23, 2008
Calvin, Giordano & Associates, Inc. Proposal No. 08-1797

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	003
PROJECT NAME	Surfside Water Supply Elements Update CGA Proposal No. 08-1797
DESCRIPTION	updating the Comprehensive Plan Elements based on the Water Supply Plan changes

TITLE	**RATE**	**HOURS**	**COST**
Planning Assist Director	$120.00	40	$4,800.00
			$4,800.00

SUB-CONSULTANTS	**COST**

LABOR SUBTOTAL	**$4,800.00**
REIMBURSABLE SUBTOTAL	**$240.00**
TOTAL	**$5,040.00**

Reviewed by: Gary L Word
Gary Word, Town Manager

Calvin, Giordano & Assoc., Inc.
Federal ID: 65-0013869
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
954-921-7781

TOWN OF SURFSIDE
9293 HARDING AVENUE
SURFSIDE, FL 33154

Invoice number 29489
Date 6/3/2008

Contract: 081797
Water Supply Elements Update

Customer ID: T914

Mr. Gary Word
Project 08-1797 Water Supply Elements Update WO#003
PO# 100,019 401-9900-536-3101

SEND PO WITH INVOICE

Billing period through April 30th 2008

Item: 60000 PLANNING

Labor

Employee	Date	Hours	Rate	Amount
STEVEN BELDEN - Director of Planning				
General Project Supervision	4/29/2008	4.00	140.00	560.00
Prepare Water Supply Plan amendments.				
General Project Supervision	4/30/2008	4.00	140.00	560.00
Prepare Water Supply Plan amendments.				
Labor subtotal		8.00		1,120.00

Item subtotal	1,120.00
Invoice total	1,120.00

Project Summary

Fee	5,040.00
Invoiced to date	1,120.00
Fee remaining	3,920.00

401-9900-536-3101

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Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: May 23, 2008

Mr. John Dicenso
Assistant Chief
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 009
ICS Training - EOC Personnel
CGA Proposal No. 08-1878

Dear Mr. Dicenso,

Funding is appropriated within the FY 2007 Budget for ICS Training - EOC Personnel/Town of Surfside.

Enclosed for your review and approval is Work Authorization No. 009 for the ICS Training - EOC Personnel. The scope of the project includes Incident Command System (ICS) Training for EOC Personnel.

The Scope of Services to be furnished under this Work Authorization includes Emergency Management as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $5,280.00.

Engineering
Construction Engineering & Inspection
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Construction Services
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Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-giordano.com

Work will commence upon the City's execution of the Work Authorization. Should you have any questions concerning this matter, please feel free to contact me at your convenience.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

George Keller, Jr.
Associate, Governmental Services

Work Authorization No. 009
May 23, 2008
Calvin, Giordano & Associates, Inc. Proposal No. 08-1878

TOWN OF SURFSIDE
ICS Training - EOC Personnel

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Emergency Management Services

A. Conduct ICS 100 and 200 combined training on 5/29 from 7:00 am to 3:00 pm at Surfside Town Hall.

B. Conduct ICS 100 and 200 combined training on 5/30 from 7:00 am to 3:00 pm at Surfside Town Hall.

C. Conduct ICS 300 training on 6/16 and 6/17 from 9:00 am - 5:00 pm at Surfside Town Hall.

D. Conduct ICS 400 training on 6/18 and 6/19 from 9:00 am - 5:00 pm at Surfside Town Hall.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $4,800.00 plus reimbursables at $480.00 with a total not to exceed amount of $5,280.00. Payments to be made monthly.

3. SUBMITTED

Submitted by: George R. Keller Jr. Date: 5-23-08
George Keller, Jr.

4. APPROVAL

Work Authorization No. 009
May 23, 2008
Calvin, Giordano & Associates, Inc. Proposal No. 08-1878

Approved by: John Dicenso Date: 5/29/08
John Dicenso, Assistant Chief

Ok 6/1/08

Work Authorization No. 009
May 23, 2008
Calvin, Giordano & Associates, Inc. Proposal No. 08-1878

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	009
PROJECT NAME	ICS Training - EOC Personnel CGA Proposal No. 08-1878
DESCRIPTION	Incident Command System (ICS) Training for EOC Personnel

TITLE	RATE	HOURS	COST
Consultant	$800.00	2	$1,600.00
Consultant	$1,600.00	2	$3,200.00
			$4,800.00

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$4,800.00**
REIMBURSABLE SUBTOTAL	**$480.00**
TOTAL	**$5,280.00**

Reviewed by: John Dicenso
John Dicenso, Assistant Chief

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	210.00
Executive Assistant	70.00
ENGINEERING	
Associate, Engineering (VI)	185.00
Director, Engineering (V)	160.00
Project Manager (IV)	140.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	95.00
Senior CADD Technician Manager	110.00
CADD Technician	90.00
Traffic Technician	85.00
Permit Administrator	85.00
Clerical	70.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	160.00
GIS Coordinator	140.00
GIS Specialist	120.00
Multi-Media 3D Developer	110.00
GIS Technician	95.00
Sr. Applications Developer	160.00
Applications Developer	130.00
Network Administrator	150.00
System Support Specialist	110.00
IT Support Specialist	80.00
CONSTRUCTION	
Associate, Construction	160.00
Construction Management Director	130.00
Senior Inspector	95.00
Inspector	85.00
EMERGENCY MANAGEMENT	
Director	140.00
Planner	100.00
Jr. Planner	85.00

PLANNING	
Associate, Planning	160.00
Director of Planning	140.00
Planning Administrator	130.00
Assistant Director	120.00
Planner	100.00
Jr. Planner	85.00
EXPERT WITNESS	
Principal/Associate	325.00
Registered Engineer/Surveyor	275.00
Project Engineer	225.00
LANDSCAPE ARCHITECT	
Associate, Landscape	160.00
Senior Landscape Architect	125.00
Environmental Administrator	120.00
Landscape Architect	110.00
Environmental Specialist	100.00
Landscape CADD Technician	90.00
Environmental Assistant	80.00
SURVEYING	
Associate, Surveying	160.00
Senior Registered Surveyor	140.00
Survey Crew	130.00
Registered Surveyor	120.00
Survey Coordinator	100.00
CADD Technician	90.00
3D Laser Scanner	350.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	150.00
Sub-meter G.P.S	70.00
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	110.00
Environmental Scientist	95.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective January 1, 2008

Engineering
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Emergency Management Services
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Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-giordano.com

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,023

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER	DATE APPROVED	CGA PROJECT NUMBER 08-1933

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
PROPERTY RCRD REV	PROPERTY RECORD REVIEW (AS PER GARY WORD) CONTRACT COST—INCLUDES REIMBURSABLES	$5,600.00	$5,600.00
	DEPT. Planning + Zoning ACCT. # 001-1000-515-4900 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. 9/29/08 DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L Word
Town Manager

Mayte Gamiotea

From: Lizette Velez [LVelez@calvin-giordano.com]
Sent: Thursday, January 08, 2009 2:21 PM
To: Mayte Gamiotea
Subject: 08-1933

HI,
We do not have a proposal for the above contract. There was a verbal approval from Gary Word. It references PO # 9350.
Phil Mastrosimone is looking for more information on this.

LIZETTE VELEZ
Accountant
Executive Office (Broward)

Broward
phone: 954.921.7781
fax: 954.921.8807

West Palm Beach
phone: 561.684.6161
fax: 561.684.6360

Orlando
phone: 407.324.0523
fax: 407.328.0549

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,026

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 9/16/08 **CGA PROJECT NUMBER** 08-2076

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
CIE UPDATE	UPDATE THE CAPITAL IMPROVEMENT ELEMENT OF THE COMPREHENSIVE PLAN	$5,738.25	$5,738.25
	(FY2008) 12/12/08 #31444		(770.00)
	(FY2009) 1/9/09 #31763		(3,376.63)
	(FY2009) 1/9/09 #31901		(140.00)
	DEPT. Bldg Dept.		
	ACCT. # 001-1000-515-4900 (2008)		
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. (FY2009) 001-2500-524-3410		
	DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L. Wirth
Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: September 2, 2008

Mr. Gary Word
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 16
Surfside CIE Update
CGA Proposal No. 08-2076

Dear Mr. Word,

Enclosed for your review and approval is Work Authorization No. 16 for Surfside CIE Update. The scope of the project includes updating the Capital Improvements Element of the Comprehensive Plan.

The Scope of Services to be furnished under this Work Authorization includes Civil Engineering, Planning and Traffic Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $5,738.25.

Work will commence upon the Town's execution of the Work Authorization No.16. Should you have any questions concerning this matter, please feel free to contact me at your convenience.

Engineering
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Fort Lauderdale, FL 33316
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Fax: 954.921.8807

www.calvin-giordano.com

Fort Lauderdale West Palm Beach Orlando Fort Pierce Homestead

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Shelley Eichner

Shelley Eichner, AICP
Vice President

9/16/08

TOWN OF SURFSIDE

Surfside CIE Update

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Engineering Services

A. Traffic Engineering

1. Research and prepare a list of FDOT 5 Year Work Plan Program transportation projects planned with the Town of Surfside.

B. Civil Engineering

1. Update the Capital Improvements Element which provides for concurrency management and maintenance of level of service standards.

2. Provide an updated five year Schedule of the Capital Improvements based on the existing regulations regarding financial feasibility.

3. Update revenue sources for the Capital Improvements Element.

4. Attend two Town Commission hearings

II. Professional Planning Services

A. Comply with the Florida Statutes by updating the Capital Improvements Element of the Comprehensive Plan by December 2008.

1. Review and amend the Capital Improvements Element.

2. Attend one Planning and Zoning hearing and two Town Commission hearings.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $5,465.00 plus reimbursables at $273.25 with a total not to exceed amount of $5,738.25. Payments to be made monthly.

3. SUBMITTED

Submitted by: Shelley Eichner
Shelley Eichner, AICP

Date: 9/2/08

4. APPROVAL

Approved by: Gary L. Word
Gary Word, Town Manager

Date: 9/16/08

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	16
PROJECT NAME	Surfside CIE Update CGA Proposal No. 08-2076
DESCRIPTION	updating the Capital Improvements Element of the Comprehensive Plan

TITLE	RATE	HOURS/UNITS	COST
Clerical	$70.00	4	$280.00
Director Engineering V	$160.00	13	$2,080.00
Jr. Engineer I	$95.00	3	$285.00
Planning Administrator	$130.00	18	$2,340.00
Project Engineer III	$120.00	4	$480.00
			$5,465.00

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$5,465.00**
REIMBURSABLE SUBTOTAL	**$273.25**
TOTAL	**$5,738.25**

Reviewed by: Gary L Word
Gary Word, Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	210.00
Executive Assistant	70.00
ENGINEERING	
Associate, Engineering (VI)	185.00
Director, Engineering (V)	160.00
Project Manager (IV)	140.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	95.00
Senior CADD Technician Manager	110.00
CADD Technician	90.00
Traffic Technician	85.00
Permit Administrator	85.00
Clerical	70.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	160.00
GIS Coordinator	140.00
GIS Specialist	120.00
Multi-Media 3D Developer	110.00
GIS Technician	95.00
Sr. Applications Developer	160.00
Applications Developer	130.00
Network Administrator	150.00
System Support Specialist	110.00
IT Support Specialist	80.00
CONSTRUCTION	
Associate, Construction	160.00
Construction Management Director	130.00
Senior Inspector	95.00
Inspector	85.00
EMERGENCY MANAGEMENT	
Director	140.00
Planner	100.00
Jr. Planner	85.00

PLANNING	
Associate, Planning	160.00
Director of Planning	140.00
Planning Administrator	130.00
Assistant Director	120.00
Planner	100.00
Jr. Planner	85.00
EXPERT WITNESS	
Principal/Associate	325.00
Registered Engineer/Surveyor	275.00
Project Engineer	225.00
LANDSCAPE ARCHITECT	
Associate, Landscape	160.00
Senior Landscape Architect	125.00
Environmental Administrator	120.00
Landscape Architect	110.00
Environmental Specialist	100.00
Landscape CADD Technician	90.00
Environmental Assistant	80.00
SURVEYING	
Associate, Surveying	160.00
Senior Registered Surveyor	140.00
Survey Crew	130.00
Registered Surveyor	120.00
Survey Coordinator	100.00
CADD Technician	90.00
3D Laser Scanner	350.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	150.00
Sub-meter G.P.S	70.00
Soft Dig (per hole)	300.00
Utility Locates	200.00
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	110.00
Environmental Scientist	95.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

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Effective January 1, 2008

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,034

08/09

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 9/2/08 _____ **CGA PROJECT NUMBER** 08-2080

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
TOURIST BUREAU WEBSITE	TOURIST BUREAU WEBSITE WA#017	$5,964.21	$5,964.21
	BUDGET INCLUSIVE OF REIMBURSABLES		
	12/5/08		(2,227.50)
	1/9/09		(1,677.50)
	DEPT. TOURIST BUREAU		yes funds available MS
	ACCT. # ~~102-8000-552-4810~~		
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.		
	DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly)

Gary L. Nore
Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: August 26, 2008

Ms. Ellen Wedner
Interim Tourist Director
TOWN OF SURFSIDE
92593 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 17
Surfside Tourist Bureau
CGA Proposal No. 08-2080

Dear Ms. Wedner,

Funding is appropriated within the FY 2008 Budget for the Surfside Tourist Bureau.

Enclosed for your review and approval is Work Authorization No. 17 for Surfside Tourist Bureau. The scope of the project includes Website Design & Development. A map showing the location of the work to be performed is attached.

The Scope of Services to be furnished under this Work Authorization includes Data Technologies & Development as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the City and CGA, plus reimbursables, for a total not to exceed $5,964.00.

Work will commence upon the City's execution of the Work Authorization. Should you have any questions concerning this matter, please feel free to contact me at your convenience.

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Fort Lauderdale, FL 33316
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Fort Lauderdale West Palm Beach Orlando Fort Pierce Homestead

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

TOWN OF SURFSIDE

Surfside Tourist Bureau

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Data Technologies & Development Services

A. Web Design & Development

1. Gather content and work with graphic designer to match exist marketing materials.

2. Create site layouts for client approval.

3. Build optimized HTML documents from approved site layout.

4. Create animated Flash elements to enhance the site design and usability.

5. Test site for browser compatibility.

6. Hosting and maintenance costs are included in this proposal for first year only. Costs will be incurred after first year.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $5,680.00 plus reimbursables at $284.00 with a total not to exceed amount of $5,964.00. Payments to be made monthly.

3. SUBMITTED

Submitted by: _____ Date: 8/26/08
Dennis J. Giordano

4. APPROVAL

Approved by: _____ Date: Sept 2, 2008

Ellen Wedner, Interim Tourist Director

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	17
PROJECT NAME	Surfside Tourist Bureau CGA Proposal No. 08-2080
DESCRIPTION	Website Design & Development

TITLE	**RATE**	**HOURS/UNITS**	**COST**
Hosting and Maintenance (Annually)	$2,479.20	1	$2,479.20
Multi-Media 3D Developer	$110.00	29.1	$3,201.00
			$5,680.20

SUB-CONSULTANTS	**COST**

LABOR SUBTOTAL	**$5,680.20**
REIMBURSABLE SUBTOTAL	**$284.01**
TOTAL	**$5,964.21**

Reviewed by: _____
Ellen Wedner, Interim Tourist Director

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	210.00
Executive Assistant	70.00
ENGINEERING	
Associate, Engineering (VI)	185.00
Director, Engineering (V)	160.00
Project Manager (IV)	140.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	95.00
Senior CADD Technician Manager	110.00
CADD Technician	90.00
Traffic Technician	85.00
Permit Administrator	85.00
Clerical	70.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	160.00
GIS Coordinator	140.00
GIS Specialist	120.00
Multi-Media 3D Developer	110.00
GIS Technician	95.00
Sr. Applications Developer	160.00
Applications Developer	130.00
Network Administrator	150.00
System Support Specialist	110.00
IT Support Specialist	80.00
CONSTRUCTION	
Associate, Construction	160.00
Construction Management Director	130.00
Senior Inspector	95.00
Inspector	85.00
EMERGENCY MANAGEMENT	
Director	140.00
Planner	100.00
Jr. Planner	85.00

PLANNING	
Associate, Planning	160.00
Director of Planning	140.00
Planning Administrator	130.00
Assistant Director	120.00
Planner	100.00
Jr. Planner	85.00
EXPERT WITNESS	
Principal/Associate	325.00
Registered Engineer Surveyor	275.00
Project Engineer	225.00
LANDSCAPE ARCHITECT	
Associate, Landscape	160.00
Senior Landscape Architect	125.00
Environmental Administrator	120.00
Landscape Architect	110.00
Environmental Specialist	100.00
Landscape CADD Technician	90.00
Environmental Assistant	80.00
SURVEYING	
Associate, Surveying	160.00
Senior Registered Surveyor	140.00
Survey Crew	130.00
Registered Surveyor	120.00
Survey Coordinator	100.00
CADD Technician	90.00
3D Laser Scanner	350.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	150.00
Sub-meter G.P.S	70.00
Soft Dig (per hole)	300.00
Utility Locates	200.00
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	110.00
Environmental Scientist	95.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective January 1, 2008

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,036

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER	DATE APPROVED 10/8/08	CGA PROJECT NUMBER 08-2151

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
WEB TAX CALCULATOR	WEB TAX CALCULATOR WA#018	$672.00	$672.00
	BUDGET INCLUSIVE OF REIMBURSABLES		
	11/28/08	#31765	(672.00)
			Ø
	DEPT. Community Center		
	ACCT. # 301-4400-539-6210		
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.		
	DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly)

Gary L Word
Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: October 7, 2008

Mr. Gary Word
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 18
Surfside Web Tax Calculator
CGA Proposal No. 08-2151

Dear Mr. Word,

Enclosed for your review and approval is Work Authorization No. 18 for Surfside Web Tax Calculator. The scope of the project includes Develop Web Tax Calculator.

The Scope of Services to be furnished under this Work Authorization includes Data Technologies & Development as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $672.00.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

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Fax: 954.921.8807

www.calvin-giordano.com

Work Authorization No. 18
October 7, 2008
Calvin, Giordano & Associates, Inc. Proposal No. 08-2151

TOWN OF SURFSIDE

Surfside Web Tax Calculator

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Data Technologies & Development Services

A. Town of Surfside web tax calculator

1. The resident will enter the assessed value of their property and will choose whether or not they have Homestead Exemption. By choosing yes, the assessed value decreases $50,000.00. By choosing no, the assessed value will remain the same. When the Calculate button is pressed, the assessed value is multiplied by .8418 then divided by 1000 and will return the taxable property value.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $640.00 plus reimbursables at $32.00 with a total not to exceed amount of $672.00. Payments to be made monthly.

3. SUBMITTED

Submitted by: _____ Date: 10/07/08
Dennis J. Giordano

4. APPROVAL

Approved by: _____ Date: 10/08/08
Gary Word, Town Manager

Work Authorization No. 18
October 7, 2008
Calvin, Giordano & Associates, Inc. Proposal No. 08-2151

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	18
PROJECT NAME	Surfside Web Tax Calculator
	CGA Proposal No. 08-2151
DESCRIPTION	Develop Web Tax Calculator

TITLE	**RATE**	**HOURS/UNITS**	**COST**
Associate Data Tech	$160.00	4	$640.00
			$640.00

SUB-CONSULTANTS	**COST**

LABOR SUBTOTAL	**$640.00**
REIMBURSABLE SUBTOTAL	**$32.00**
TOTAL	**$672.00**

Reviewed by: Gary L Word
Gary Word, Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

PROFESSIONAL FEE SCHEDULE

Principal	210.00
Executive Assistant	70.00
ENGINEERING	
Associate, Engineering (VI)	185.00
Director, Engineering (V)	160.00
Project Manager (IV)	140.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	95.00
Senior CADD Technician Manager	110.00
CADD Technician	90.00
Traffic Technician	85.00
Permit Administrator	85.00
Clerical	70.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	160.00
GIS Coordinator	140.00
GIS Specialist	120.00
Multi-Media 3D Developer	110.00
GIS Technician	95.00
Sr. Applications Developer	160.00
Applications Developer	130.00
Network Administrator	150.00
System Support Specialist	110.00
IT Support Specialist	80.00
CONSTRUCTION	
Associate, Construction	160.00
Construction Management Director	130.00
Senior Inspector	95.00
Inspector	85.00
EMERGENCY MANAGEMENT	
Director	140.00
Planner	100.00
Jr. Planner	85.00

PLANNING	
Associate, Planning	160.00
Director of Planning	140.00
Planning Administrator	130.00
Assistant Director	120.00
Planner	100.00
Jr. Planner	85.00
EXPERT WITNESS	
Principal/Associate	325.00
Registered Engineer/Surveyor	275.00
Project Engineer	225.00
LANDSCAPE ARCHITECT	
Associate, Landscape	160.00
Senior Landscape Architect	125.00
Environmental Administrator	120.00
Landscape Architect	110.00
Environmental Specialist	100.00
Landscape CADD Technician	90.00
Environmental Assistant	80.00
SURVEYING	
Associate, Surveying	160.00
Senior Registered Surveyor	140.00
Survey Crew	130.00
Registered Surveyor	120.00
Survey Coordinator	100.00
CADD Technician	90.00
3D Laser Scanner	350.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	150.00
Sub-meter G.P.S	70.00
Soft Dig (per hole)	300.00
Utility Locates	200.00
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	110.00
Environmental Scientist	95.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Engineering
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Fax: 954.921.8807

www.calvin-giordano.com

Effective January 1, 2008

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,024

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER	DATE APPROVED	CGA PROJECT NUMBER 08-2173

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
SURVEY & GIS MAPPING	SURVEY, GIS AND PLANNING REVIEW TO MAP LEGAL BOUNDARY OF TOWN 10/31/08 11/30/08 2/28/09 3/31/09 DEPT. PW ACCT. # 301.4400.539.3110 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. Rodriguez DEPARTMENT HEAD	$4,389.00	$4,38900 (1090.00) (964.15) (135.00) (270.00)

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L. Word
Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: October 20, 2008

Mr. Gary Word
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 19
Surfside Survey and GIS Base Mapping
CGA Proposal No. 08-2173

Dear Mr. Word,

Enclosed for your review and approval is Work Authorization No. 19 for Surfside Survey and GIS Base Mapping. The scope of the project includes Survey and GIS Base Mapping.

The Scope of Services to be furnished under this Work Authorization includes Data Technologies & Development, Planning and Surveying as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $4,389.00.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
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Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Work Authorization No. 19
October 20, 2008
Calvin, Giordano & Associates, Inc. Proposal No. 08-2173

TOWN OF SURFSIDE

Surfside Survey and GIS Base Mapping

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Planning Services

A. Coordinate with GIS and Survey to correct all inconsistencies with mapping and legal description.

II. Professional Data Technologies & Development Services

A. Import Survey CAD Data into GIS

B. Check boundaries against existing Miami-Dade parcel data

C. Plot new maps with depicting adjusted Town limit boundary

III. Professional Surveying Services

A. Conduct research and prepare a CAD file of the Municipal Boundary of the Town of Surfside to be used for GIS base map.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $4,180.00 plus reimbursables at $209.00 with a total not to exceed amount of $4,389.00. Payments to be made monthly.

3. SUBMITTED

Submitted by: _____ Date: 10/20/08
Dennis J. Giordano

4. APPROVAL

Approved by: Gary L. Word Date: 10/23/08
Gary Word, Town Manager

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO. 19

PROJECT NAME Surfside Survey and GIS Base Mapping
CGA Proposal No. 08-2173

DESCRIPTION Survey and GIS Base Mapping

TITLE	RATE	HOURS/UNITS	COST
Associate Data Tech	$160.00	3.5	$560.00
GIS Specialist	$120.00	9.5	$1,140.00
Planning Director	$140.00	4	$560.00
Sr. Registered Surveyor	$140.00	8	$1,120.00
Survey Coordinator	$100.00	8	$800.00
			$4,180.00

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$4,180.00**
REIMBURSABLE SUBTOTAL	**$209.00**
TOTAL	**$4,389.00**

Reviewed by: Gary L. Word
Gary Word, Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	210.00
Executive Assistant	70.00
ENGINEERING	
Associate, Engineering (VI)	185.00
Director, Engineering (V)	160.00
Project Manager (IV)	140.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	95.00
Senior CADD Technician Manager	110.00
CADD Technician	90.00
Traffic Technician	85.00
Permit Administrator	85.00
Clerical	70.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	160.00
GIS Coordinator	140.00
GIS Specialist	120.00
Multi-Media 3D Developer	110.00
GIS Technician	95.00
Sr. Applications Developer	160.00
Applications Developer	130.00
Network Administrator	150.00
System Support Specialist	110.00
IT Support Specialist	80.00
CONSTRUCTION	
Associate, Construction	160.00
Construction Management Director	130.00
Senior Inspector	95.00
Inspector	85.00
EMERGENCY MANAGEMENT	
Director	140.00
Planner	100.00
Jr. Planner	85.00

PLANNING	
Associate, Planning	160.00
Director of Planning	140.00
Planning Administrator	130.00
Assistant Director	120.00
Planner	100.00
Jr. Planner	85.00
EXPERT WITNESS	
Principal/Associate	325.00
Registered Engineer/Surveyor	275.00
Project Engineer	225.00
LANDSCAPE ARCHITECT	
Associate, Landscape	160.00
Senior Landscape Architect	125.00
Environmental Administrator	120.00
Landscape Architect	110.00
Environmental Specialist	100.00
Landscape CADD Technician	90.00
Environmental Assistant	80.00
SURVEYING	
Associate, Surveying	160.00
Senior Registered Surveyor	140.00
Survey Crew	130.00
Registered Surveyor	120.00
Survey Coordinator	100.00
CADD Technician	90.00
3D Laser Scanner	350.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	150.00
Sub-meter G.P.S	70.00
Soft Dig (per hole)	300.00
Utility Locates	200.00
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	110.00
Environmental Scientist	95.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Engineering
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Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Effective January 1, 2008

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,042

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 10/16/09 **CGA PROJECT NUMBER** 09-2685

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
CAPITAL IMPROVEMENT UPDATE	CAPITAL IMPROVEMENT UPDATE (CIU) WA#034	$5,634.30	$5,634.30
		10/31/09	(468.65)
	BUDGET INCLUSIVE OF REIMBURSABLE	11/30/09	(496.23)
		12/31/09	(312.82)
		2/28/10	(4356.60)
	DEPT. Building Dept		
	ACCT. # 001-2500-524-4911		
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.		funds available
	DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly)

Gary K Word
Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: September 28, 2009

Mr. Gary Word
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 34
Surfside - Capital Improvement Update
CGA Proposal No. 09-2685

Dear Mr. Word,

Enclosed for your review and approval is Work Authorization No. 34 for Surfside - Capital Improvement Update. The scope of the project includes Capital Improvement Element Update based upon the FY10 budget.

The Scope of Services to be furnished under this Work Authorization includes Civil Engineering, Planning and Traffic Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $5,634.30.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Shelley Eichner

Shelley Eichner, AICP
Vice President

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services
Governmental Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

TOWN OF SURFSIDE

Surfside - Capital Improvement Update

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Engineering Services

A. Civil Engineering

1. Update the Capital Improvements Element which provides for concurrency management and maintenance of level of service standards.
2. Attend one Town Commission hearing and one local Planning Agency
3. Review level of service for potable water, wastewater, and drainage.
4. Update Schedule of Capital Improvements based upon potable water, wastewater, and drainage projects.

B. Traffic Engineering

1. CGA will provide current level of service analysis of roadways within the Town of Surfside.
2. CGA will review MPO and FDOT plans for impacts on current and future levels of service.

II. Professional Planning Services

A. Amend the Comprehensive Plan to update the Capital Improvement Element based upon the FY2009-2010 budget and capital plan.

B. Update Schedule of Capital Improvements.

C. Update revenue projections based upon FY10 budget.

D. Prepare staff memorandum and advertising as needed.

E. Attend one Local Planning Agency and two Town Commission hearings.

F. Transmit adopted Capital Improvement Element to the Florida Department of Community Affairs and reviewing agencies.

G. Attend one South Florida Regional Planning Council hearing.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $5,366.00 plus reimbursables at $268.30 with a total not to exceed amount of $5,634.30. Payments to be made monthly.

3. SUBMITTED

Submitted by: Shelley Eichner Date: 9/28/09
Shelley Eichner, AICP

4. APPROVAL

Approved by: Gary L Word Date: 10/16/09
Gary Word, Town Manager

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	34
PROJECT NAME	Surfside - Capital Improvement Update CGA Proposal No. 09-2685
DESCRIPTION	Capital Improvement Element Update based upon the FY10 budget.

TITLE	RATE	HOURS/UNITS	COST
Associate Planning	$154.50	7	$1,081.50
Clerical	$72.10	4	$288.40
Director Engineering V	$154.50	20	$3,090.00
Planning Director	$113.30	8	$906.40
			$5,366.30

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$5,366.30**
REIMBURSABLE SUBTOTAL	**$268.32**
TOTAL	**$5,634.62**

Reviewed by: Gary L Word
Gary Word, Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

TOWN OF SURFSIDE
PROFESSIONAL FEE SCHEDULE

Principal	206.00
Executive Assistant	72.10

ENGINEERING

Associate, Engineering	180.25
Director, Engineering	154.50
Project Manager	133.90
Resident Inspector	123.60
Project Engineer	123.60
Engineer	103.00
Jr. Engineer	87.55
Senior CADD Technician	103.00
CADD Technician	82.40
Traffic Technician	77.25
Permit Administrator	77.25
Clerical	72.10

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	154.50
GIS Coordinator	133.90
GIS Specialist	113.30
Multi-Media 3D Developer	92.70
GIS Technician	82.40
Sr. Applications Developer	164.80
Applications Developer	123.60
Network Administration	133.90
System Support Specialist	113.30
IT Support Specialist	82.40

CONSTRUCTION

Associate, Construction	154.50
Construction Management Director	123.60
Senior Inspector	92.70

EMERGENCY MANAGEMENT

Director	133.90
Planner	92.70
Jr. Planner	77.25

PLANNING

Associate, Planning	154.50
Director of Planning	133.90
Planning Administrator	123.60
Assistant Director	113.30
Planner	92.70
Jr. Planner	77.25

EXPERT WITNESS

Principal/Associate	309.00
Registered Engineer/Surveyor	257.50
Project Engineer	206.00

LANDSCAPE ARCHITECT

Associate, Landscape	154.50
Senior Landscape Architect	118.45
Environmental Administrator	113.30
Landscape Architect	103.00
Environmental Specialist	92.70
Landscape CADD Technician	82.40
Environmental Assistant	72.10

SURVEYING

Associate, Surveying	164.80
Hydrographic Survey Crew	334.75
G.P.S. Survey Crew	144.20
Survey Crew	128.75
Senior Registered Surveyor	133.90
Survey Coordinator	87.55
CADD Technician	82.40
Submeter G.P.S	66.95

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	103.00
Environmental Scientist	87.55

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

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1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
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Fax: 954.921.8807
www.calvin-giordano.com

Effective November 14, 2008

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Mayte Gamiotea

From: Jesus Cruz [Jesus@calvin-giordano.com]
Sent: Friday, October 16, 2009 1:30 PM
To: Martin Sherwood
Cc: George Keller, Jr.; Sarah Sinatra; Gary Word; Mayte Gamiotea; berabbot; Paul Gioia; Fernando Rodriguez
Subject: RE: CGA WorkAuth 34 Capital Improvement Update - for your files

I was planning on send them along with the October invoices. I'll work on it on Monday.

JESUS CRUZ
Staff Accountant

From: Martin Sherwood [mailto:msherwood@townofsurfsidefl.gov]
Sent: Friday, October 16, 2009 12:53 PM
To: Jesus Cruz
Cc: George Keller, Jr.; Sarah Sinatra; Gary Word; Mayte Gamiotea; berabbot; Paul Gioia; Fernando Rodriguez
Subject: FW: CGA WorkAuth 34 Capital Improvement Update - for your files

Jesus,
Make sure you prepare a FY 2010 PO for the attached. Our charge code will be 001-2500-524-4911 (other current charges). Also, Mayte has informed me that we are still awaiting for ALL the CGA FY 2010 PO's. Please forward them at your earliest convenience. -thanks

Sarah,
Please forward your FY 2010 EAR final billing/invoice - I'm hoping that it came in under budget ($50,500)? The payment code will be the same as the above: #001-2500-524-4911 (other current charges)

Martin D. Sherwood, CPA CGFO
Finance Director
Town of Surfside
9293 Harding Ave
Surfside, Fl 33154
305-861-4863 ext. 225
305-861-1302 (fax)
msherwood@townofsurfsidefl.gov

Note: Florida Public Records Law provides that most written communications to or from Municipal employees regarding town business are public records, available to the public and media upon request. Therefore, this e-mail message may be subject to public disclosure.

From: Dawn Hunziker
Sent: Friday, October 16, 2009 10:26 AM
To: Debra Eastman; Fernando Rodriguez; Martin Sherwood
Subject: CGA WorkAuth 34 Capital Improvement Update - for your files

Best regards,

Dawn Hunziker
Executive Assistant to Town Manager
Town of Surfside
9293 Harding Ave
Surfside, FL 33154
(305) 861-4863 (305) 993-5097 F
Email: dhunziker@townofsurfsidefl.gov
www.townofsurfsidefl.gov

PUBLIC RECORDS ACT NOTIFICATION
You are hereby notified that in accordance with Florida's very broad public records law, most written communications to or from public employees or officials regarding public business are public records and are available to third parties upon request. Accordingly, this e-mail communication may be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

Broward
phone: 954.921.7781
fax: 954.921.8807

Palm Beach
phone: 561.684.6161
fax: 561.684.6360

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,055

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 7/27/10 **CGA PROJECT NUMBER** 10-3567

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
	MUNICIPAL LOT REZONING WA#39	$3,232.95	$3,232.95
	#37580	7/31/20	(1002.55)
	DEPT. Municipal Parking		
	ACCT. # 402-9500-545-6110		
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.		
	DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly)

Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: July 27, 2010

Mr. Gary Word
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 39
Surfside Municipal Lot Rezoning
CGA Proposal No. 10-3567

Dear Mr. Word,

Enclosed for your review and approval is Work Authorization No. 39 for Surfside Municipal Lot Rezoning. The scope of the project includes rezone property and zoning text change.

The Scope of Services to be furnished under this Work Authorization includes Data Technologies & Development and Planning as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $3,232.95.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Shelley Eichner, AICP
Vice President

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
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Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Fort Lauderdale West Palm Beach Orlando Homestead

4. APPROVAL

Approved by: Gary L. Word Date: 7/27/10

Gary Word, Town Manager

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	39
PROJECT NAME	Surfside Municipal Lot Rezoning CGA Proposal No. 10-3567
DESCRIPTION	rezone property and zoning text change

TITLE	**RATE**	**HOURS/UNITS**	**COST**
Associate Planning	$154.50	5	$772.50
GIS Specialist	$113.30	4	$453.20
Planner	$92.70	20	$1,854.00
			$3,079.70

SUB-CONSULTANTS	**COST**

LABOR SUBTOTAL	**$3,079.70**
REIMBURSABLE SUBTOTAL	**$153.99**
TOTAL	**$3,233.69**

Reviewed by: Gary Word, Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

TOWN OF SURFSIDE
PROFESSIONAL FEE SCHEDULE

Principal	212.18
Executive Assistant	74.26

ENGINEERING

Associate, Engineering	185.66
Director, Engineering	159.14
Project Manager	137.92
Resident Inspector	127.31
Project Engineer	127.31
Engineer	106.09
Jr. Engineer	90.18
Senior CADD Technician	106.09
CADD Technician	84.87
Traffic Technician	79.57
Permit Administrator	79.57
Clerical	74.26

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	159.14
GIS Coordinator	137.92
GIS Specialist	116.70
Multi-Media 3D Developer	95.48
GIS Technician	84.87
Sr. Applications Developer	169.74
Applications Developer	127.31
Network Administration	137.92
System Support Specialist	116.70
IT Support Specialist	84.87

CONSTRUCTION

Associate, Construction	159.14
Construction Management Dir.	127.31
Senior Inspector	95.48

EMERGENCY MANAGEMENT

Director	137.92
Planner	95.48
Jr. Planner	79.57

PLANNING

Associate, Planning	159.14
Director of Planning	137.92
Planning Administrator	127.31
Assistant Director	116.70
Planner	95.48
Jr. Planner	79.57

EXPERT WITNESS

Principal/Associate	318.27
Registered Engineer/Surveyor	265.23
Project Engineer	212.18

LANDSCAPE ARCHITECT

Associate, Landscape	159.14
Senior Landscape Architect	122.00
Environmental Administrator	116.70
Landscape Architect	106.09
Environmental Specialist	95.48
Landscape CADD Technician	84.87
Environmental Assistant	74.26

SURVEYING

Associate, Surveying	169.74
Hydrographic Survey Crew	344.79
G.P.S. Survey Crew	148.53
Survey Crew	132.61
Senior Registered Surveyor	137.92
Survey Coordinator	90.18
CADD Technician	84.87
Submeter G.P.S	68.96

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	106.09
Environmental Scientist	90.18

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

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Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

http://cgasp01/cga_intranet/Documents/Surfside Prof Fee Schedule eff Dec 2009.doc

Effective December 1, 2009

Fort Lauderdale West Palm Beach Orlando Homestead

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,056

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 8/25/10 _____ **CGA PROJECT NUMBER** 10-35

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
	CAPITAL IMPROVEMENT ELEMENT UPDATE WA#40	$5,000.00	$5,000.00
	DEPT. Building Dept ACCT. # 001-2500-524-3110 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly)

Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: August 17, 2010

RECEIVED
AUG 20 2010

Mr. Gary Word
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 40
Town of Surfside
CGA Proposal No. 10-3575

Dear Mr. Word,

Enclosed for your review and approval is Work Authorization No. 40 for Town of Surfside. The scope of the project includes Capital Improvement Element Update.

The Scope of Services to be furnished under this Work Authorization includes Civil Engineering, Planning and Traffic Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed ~~$6,651.20~~ $5,000.

See ATTACHED

FY 2011
CIE PROG MOD
SURFSIDE
#001-2500-524-3110

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Shelley Eichner, AICP
Vice President

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utilitiy & Community Maintenance Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Fort Lauderdale Treasure Coast Central Florida Homestead Metro Atlanta

TOWN OF SURFSIDE

Town of Surfside

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Engineering Services

A. Traffic Engineering

1. CGA will provide current level of service analysis of roadways within the Town of Surfside.

2. CGA will review MPO and FDOT plans for impacts on current and future levels of service within the Town of Surfside.

B. Civil Engineering

1. Update the Capital Improvements Element which provides for concurrency management and maintenance of level of service standards.

2. Attend one Town Commission hearing and one local Planning Agency

3. Review level of service for potable water, wastewater, and drainage.

4. Update Schedule of Capital Improvements based upon potable water, wastewater, and drainage projects.

II. Professional Planning Services

A. Amend the Comprehensive Plan to update the Capital Improvement Element based upon the FY2010-2011 budget and capital plan.

B. Update Schedule of Capital Improvements.

C. Update revenue projections based upon FY11 budget.

D. Prepare staff memorandum and coordinate advertising with Town staff.

E. Attend one Local Planning Agency and one Town Commission hearings.

F. Transmit adopted Capital Improvement Element to the Florida Department of Community Affairs and reviewing agencies.

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	40
PROJECT NAME	Town of Surfside
	CGA Proposal No. 10-3575
DESCRIPTION	Capital Improvement Element Update.

TITLE	RATE	HOURS/UNITS	COST
Clerical	$72.10	3	$216.30
Director Engineering V	$154.50	18	$2,781.00
Jr. Engineer I	$87.55	16	$1,400.80
Planning Director	$133.90	13	$1,740.70
Principal	$206.00	1	$206.00
			~~$6,344.80~~ 4,682.80

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	~~$6,344.80~~ 4,682.80
REIMBURSABLE SUBTOTAL	$317.24
TOTAL	~~$6,662.04~~ 5,000.00

Reviewed by: Gary L. Word
Gary Word, Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

TOWN OF SURFSIDE
PROFESSIONAL FEE SCHEDULE

Principal	212.18
Executive Assistant	74.26

ENGINEERING

Associate, Engineering	185.66
Director, Engineering	159.14
Project Manager	137.92
Resident Inspector	127.31
Project Engineer	127.31
Engineer	106.09
Jr. Engineer	90.18
Senior CADD Technician	106.09
CADD Technician	84.87
Traffic Technician	79.57
Permit Administrator	79.57
Clerical	74.26

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	159.14
GIS Coordinator	137.92
GIS Specialist	116.70
Multi-Media 3D Developer	95.48
GIS Technician	84.87
Sr. Applications Developer	169.74
Applications Developer	127.31
Network Administration	137.92
System Support Specialist	116.70
IT Support Specialist	84.87

CONSTRUCTION

Associate, Construction	159.14
Construction Management Dir.	127.31
Senior Inspector	95.48

EMERGENCY MANAGEMENT

Director	137.92
Planner	95.48
Jr. Planner	79.57

PLANNING

Associate, Planning	159.14
Director of Planning	137.92
Planning Administrator	127.31
Assistant Director	116.70
Planner	95.48
Jr. Planner	79.57

EXPERT WITNESS

Principal/Associate	318.27
Registered Engineer/Surveyor	265.23
Project Engineer	212.18

LANDSCAPE ARCHITECT

Associate, Landscape	159.14
Senior Landscape Architect	122.00
Environmental Administrator	116.70
Landscape Architect	106.09
Environmental Specialist	95.48
Landscape CADD Technician	84.87
Environmental Assistant	74.26

SURVEYING

Associate, Surveying	169.74
Hydrographic Survey Crew	344.79
G.P.S. Survey Crew	148.53
Survey Crew	132.61
Senior Registered Surveyor	137.92
Survey Coordinator	90.18
CADD Technician	84.87
Submeter G.P.S	68.96

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	106.09
Environmental Scientist	90.18

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Engineering
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Municipal Engineering
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Governmental Services

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Phone: 954.921.7781
Fax: 954.921.8807

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http://cgasp01/cga_intranet/Documents/Surfside Prof Fee Schedule eff Dec 2009.doc

Effective December 1, 2009

Fort Lauderdale West Palm Beach Orlando Homestead

Funded

Town of Surfside, Florida

FY 11 Program Modification

Capital Improvement Element Update

Department Name	Division Name	Proposed Funding Source	Dept. Priority	Fiscal Impact
Building Services	Planning	General	1	$5,000

Justification and Description

The Town is required to update the capital improvement element of its comprehensive plan annually. This includes planning and engineering updating the data and analysis and transmitting the element to the Department of Community Affairs for review.

Alternative/Adverse Impacts if not funded:

The Town will not be in compliance with the State of Florida. No Land Use amendments may be processed.

Required Resources

Line Item	Title or Description of request	Cost
001-2500-524-3110	Building – Professional Services	$5,000

G. Attend one South Florida Regional Planning Council meeting

2. BASIS OF COMPENSATION: 4,682.80 AA

Hourly rates with an estimated fee of $6,344.00 plus reimbursables at $317.20 with a total not to exceed amount of $6,661.20. Payments to be made monthly. 5,900 AA

See Attached FY 2011 CIE PROG MOD

3. SUBMITTED

Submitted by: Shelley Eichner Date: 8/16/10
Shelley Eichner, AICP

4. APPROVAL

Approved by: Gary L. Word Date: 8/25/10
Gary Word, Town Manager

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,068

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 1/18/11 _____ **CGA PROJECT NUMBER** 10-383

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
	PAVEMENT RESTORATION PLAN WA#46	$7,463.40	$7,463.40
	EXPENSES INCLUDED		
	Invoice #39527		(7,463.40)
	401-9900-536-6310 $1,119.51		
	401-9900-536-6320 $5,224.38		
	404-5500-538-6310 $1,119.51		
	DEPT. _____		
	ACCT. # _____		
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT		
	DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly)

Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: December 3, 2010

Mr. Roger Carlton
Town Administrator
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 46
Surfside Infrastructure Improvements - Pavement Restoration Plan
CGA Proposal No. 10-3832.1

Dear Mr. Carlton,

Enclosed for your review and approval is Work Authorization No. 46 for Surfside Infrastructure Improvements - Pavement Restoration Plan. The scope of the project includes Pavement Restoration Plan.

The Scope of Services to be furnished under this Work Authorization includes Civil Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $7,463.40.

Call G review all
500 Surveys

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

Building Code Services
Code Enforcement
Construction Engineering & Inspection
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Fort Lauderdale, FL 33316
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Work Authorization No. 46
December 3, 2010
Calvin, Giordano & Associates, Inc. Proposal No. 10-3832.1

TOWN OF SURFSIDE

Surfside Infrastructure Improvements - Pavement Restoration Plan

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

I. Professional Engineering Services

A. Civil Engineering

1. Analysis of existing roadway cross slopes in Town ROW from Abbott Avenue West to Bay Drive from the South Corporate limits to 96th Street.

2. Design of proposed roadway cross slopes as part of the Capital Improvement Projects. Design shall provide recommendation to contractor on mill depths and limits to ensure finished roadway cross slopes do not exceed acceptable standards for safety, comfort and aesthetics. The max differential in slope at the crown shall not exceed 8%.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $7,108.00 plus reimbursables at $355.40 with a total not to exceed amount of $7,463.40. Payments to be made monthly.

3. TIME OF PERFORMANCE:

4. SUBMITTED

Submitted by: _____ Date: 12-8-10
Dennis J. Giordano

5. APPROVAL

Approved by: _____ Date: 12/10/10
Roger Carlton, Town Administrator

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	46
PROJECT NAME	Surfside Infrastructure Improvements - Pavement Restoration Plan CGA Proposal No. 10-3832.1
DESCRIPTION	Pavement Restoration Plan

TITLE	RATE	HOURS/UNITS	COST
Engineer II	$106.09	43	$4,561.87
Project Engineer III	$127.31	20	$2,546.20
			$7,108.07

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$7,108.07**
REIMBURSABLE SUBTOTAL	**$355.40**
TOTAL	**$7,463.47**

Reviewed by: 12/20/10
Roger Carlton, Town Administrator

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	215.00
Executive Assistant	75.00
ENGINEERING	
Associate, Engineering (VI)	190.00
Director, Engineering (V)	165.00
Project Manager (IV)	145.00
Project Engineer (III)	125.00
Engineer (II)	105.00
Jr. Engineer (I)	100.00
Senior CADD Technician Manager	115.00
CADD Technician	95.00
Traffic Technician	90.00
Permit Administrator	90.00
Clerical	75.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	165.00
GIS Coordinator	145.00
GIS Specialist	125.00
Multi-Media 3D Developer	115.00
GIS Technician	100.00
Sr. Applications Developer	165.00
Applications Developer	135.00
Network Administrator	155.00
System Support Specialist	115.00
IT Support Specialist	85.00
CONSTRUCTION	
Associate, Construction	165.00
Construction Management Director	135.00
Senior Inspector	100.00
Inspector	90.00
EMERGENCY MANAGEMENT	
Director	145.00
Planner	105.00
Jr. Planner	90.00

PLANNING	
Associate, Planning	165.00
Director of Planning	145.00
Planning Administrator	135.00
Assistant Director	125.00
Planner	105.00
Jr. Planner	90.00
EXPERT WITNESS	
Principal/Associate	330.00
Registered Engineer/Surveyor	280.00
Project Engineer	230.00
LANDSCAPE ARCHITECT	
Associate, Landscape	165.00
Senior Landscape Architect	130.00
Environmental Administrator	125.00
Landscape Architect	115.00
Environmental Specialist	105.00
Landscape CADD Technician	95.00
Environmental Assistant	85.00
SURVEYING	
Associate, Surveying	165.00
Senior Registered Surveyor	145.00
Survey Crew	135.00
Registered Surveyor	125.00
Survey Coordinator	105.00
CADD Technician	95.00
3D Laser Scanner	355.00
Hydrographic Survey Crew	330.00
G.P.S. Survey Crew	155.00
Sub-meter G.P.S	75.00
Soft Dig (per hole)	305.00
Utility Locates	205.00
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	115.00
Environmental Scientist	100.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective January 1, 2009

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Fort Lauderdale Treasure Coast Central Florida Homestead Metro Atlanta

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Martin Sherwood

From: Martin Sherwood
Sent: Tuesday, December 21, 2010 3:08 PM
To: Chris Giordano; Shaun Bamforth
Cc: Roger Carlton; Mayte Gamiotea; Dawn Hunziker; Fernando Rodriguez; Catherine Colonna; Debra Eastman; berabbot
Subject: RE: Water/Sewer/Storm: Proposal Breakdown (SURFSIDE Charge codes)

Chris/Shaun/Jesus/CGA,

For the CC preparation (pertaining to FY 2011 budget) - and your future invoicing, please code as follows:

Water **70%** = 401-9900-536-6320
Sewer **15%** = 401-9900-536-6310
Stormwater Drainage **15%** = 404-5500-538-6310

Thank you

Martin D. Sherwood, CPA CGFO
Finance Director
Town of Surfside
9293 Harding Ave
Surfside, Fl 33154
305-861-4863 ext. 225
305-861-1302 (fax)
msherwood@townofsurfsidefl.gov

Note: Florida Public Records Law provides that most written communications to or from Municipal employees regarding town business are public records, available to the public and media upon request. Therefore, this e-mail message may be subject to public disclosure.

From: Chris Giordano [mailto:cgiordano@calvin-giordano.com]
Sent: Tuesday, December 21, 2010 1:54 PM
To: Martin Sherwood
Cc: Shaun Bamforth
Subject: Proposal Breakdown

Marty,

I met with Shaun and he stated that the breakdown should be as follows:

Water 70%
Sewer 15%
Drainage 15%

This breakdown is applicable for the pavement restoration, topography, and phasing / MOT plan proposals. The PR/marketing proposal should be an even split between the three phases.

Thank you,

CHRIS GIORDANO
Project Administrator (Broward)

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Broward
phone: 954.921.7781
fax: 954.921.8807

Palm Beach
phone: 561.684.6161
fax: 561.684.6360

The Zweig Letter
H TFIRM
2009 WINNER
The 200 fastest-growing architecture, engineering and environmental consulting firms

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,099

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 1/21/12 **CGA PROJECT NUMBER** 11-4693

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
	FY12 CAPITAL IMPROVEMENT ELEMENT UPDATE WA#51 **EXPENSES INCLUDED**	$4,585.75	$4,585.75
	DEPT. Transportation Fund ACCT. # 107-8500-549-3110 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly)

Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: January 17, 2012

Mr. Roger M. Carlton
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 51
FY12 Surfside Capital Improvement Element Update
CGA Proposal No. 11-4693

Dear Mr. Carlton,

Enclosed for your review and approval is Work Authorization No. 51 for FY12 Surfside Capital Improvement Element Update. The scope of the project includes FY12 Surfside Capital Improvement Element Update.

The Scope of Services to be furnished under this Work Authorization includes Civil Engineering, Planning and Traffic Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $4,845.75.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Shelley Eichner, AICP
Senior Vice President

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Fax: 954.921.8807

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TOWN OF SURFSIDE

FY12 Surfside Capital Improvement Element Update

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Engineering Services

A. Traffic Engineering

1. Analyze level of service to determine capital improvement needs transportation facilities.

2. Update the Schedule of Capital Improvements based upon MPO and FDOT plans for impacts on the roadways within the Town of Surfside.

B. Civil Engineering

1. Analyze level of service to determine capital improvement needs for potable water, sanitary sewer, and storm water.

2. Update the Schedule of Capital Improvements based upon level of service needs for potable water, sanitary sewer, and storm water.

II. Professional Planning Services

A. Update the Schedule of Capital Improvements based upon level of service needs for parks and open space and the school board's district educational facilities plan.

B. Prepare staff memorandum on Update to the Schedule of Capital Improvements.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $4,615.00 plus reimbursables at $230.75 with a total not to exceed amount of $4,845.75. Payments to be made monthly.

3. SUBMITTED

Submitted by: Shelley Eichner, AICP Date: 1/17/12

4. APPROVAL

Approved by: Roger M. Carlton, Town Manager Date: 1/21/12

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

TOWN OF SURFSIDE
PROFESSIONAL FEE SCHEDULE

Principal	212.18
Executive Assistant	74.26

ENGINEERING

Associate, Engineering	185.66
Director, Engineering	159.14
Project Manager	137.92
Resident Inspector	127.31
Project Engineer	127.31
Engineer	106.09
Jr. Engineer	90.18
Senior CADD Technician	106.09
CADD Technician	84.87
Traffic Technician	79.57
Permit Administrator	79.57
Clerical	74.26

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	159.14
GIS Coordinator	137.92
GIS Specialist	116.70
Multi-Media 3D Developer	95.48
GIS Technician	84.87
Sr. Applications Developer	169.74
Applications Developer	127.31
Network Administration	137.92
System Support Specialist	116.70
IT Support Specialist	84.87

CONSTRUCTION

Associate, Construction	159.14
Construction Management Dir.	127.31
Senior Inspector	95.48

EMERGENCY MANAGEMENT

Director	137.92
Planner	95.48
Jr. Planner	79.57

PLANNING

Associate, Planning	159.14
Director of Planning	137.92
Planning Administrator	127.31
Assistant Director	116.70
Planner	95.48
Jr. Planner	79.57

EXPERT WITNESS

Principal/Associate	318.27
Registered Engineer/Surveyor	265.23
Project Engineer	212.18

LANDSCAPE ARCHITECT

Associate, Landscape	159.14
Senior Landscape Architect	122.00
Environmental Administrator	116.70
Landscape Architect	106.09
Environmental Specialist	95.48
Landscape CADD Technician	84.87
Environmental Assistant	74.26

SURVEYING

Associate, Surveying	169.74
Hydrographic Survey Crew	344.79
G.P.S. Survey Crew	148.53
Survey Crew	132.61
Senior Registered Surveyor	137.92
Survey Coordinator	90.18
CADD Technician	84.87
Submeter G.P.S	68.96

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	106.09
Environmental Scientist	90.18

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

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http://intranet.calvin-giordano.com/Libraries/CGA_-_Documents/Professional_Fee_Schedule_-_Surfside.sflb.ashx

Effective December 1, 2009

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Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: August 15, 2012

Mr. Roger M. Carlton
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 50
Town of Surfside - SRF Loan Application
CGA Proposal No. 11-4709

Dear Mr. Carlton,

Enclosed for your review and approval is Work Authorization No. 50 for Town of Surfside - SRF Loan Application. The scope of the project includes SRF Loan Application completion and reimbursement assistance.

The Scope of Services to be furnished under this Work Authorization includes Civil Engineering and Government Consulting as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $6,806.10.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

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Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8000

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TOWN OF SURFSIDE

Town of Surfside - SRF Loan Application

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Engineering Services

A. Civil Engineering

1. SRF Loan Application Completion

- Assist with the coordination and response(s) to request(s) for additional information for loan application processing.

2. SRF Loan Reimbursement Coordination

- Assist with the coordination of information as requested by Town for submittal of monthly / periodic reimbursement documents.

II. Professional Government Consulting Services

A. Loan Application Completion

1. Manage the sub-consultant in the completion of the SRF Loan Application.

2. Provide additional information as requested by the Town.

3. Manage the execution and submittal of the SRF Loan Docs. Follow up on approval status.

4. Obtain and organize required information for meeting preparation.

B. SRF Grant Reimbursements

1. Manage the preparation of the required documents for the monthly loan reimbursement requests.

2. Follow up on loan reimbursements and provide status updates to Town Financial Director.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $6,482.00 plus reimbursables at $324.10 with a total not to exceed amount of $6,806.10. Payments to be made monthly.

3. SUBMITTED

Submitted by: _____ Date: 8/15/12
Dennis J. Giordano

4. APPROVAL

Approved by: _____ Date: 9/24/12
Roger M. Carlton, Town Manager

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	50
PROJECT NAME	Town of Surfside - SRF Loan Application CGA Proposal No. 11-4709
DESCRIPTION	SRF Loan Application completion and reimbursement assistance.

TITLE	RATE	HOURS/UNITS	COST
Project Manager IV	$137.92	47	$6,482.24
			$6,482.24

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$6,482.24**
REIMBURSABLE SUBTOTAL	**$324.11**
TOTAL	**$6,806.35**

Reviewed by: _____
Roger M. Carlton, Town Manager

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Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

July 12, 2012

Mr. Roger M. Carlton
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 55
Sketch & Description of the Surfside Business District
CGA Proposal No. 12-5124

Dear Mr. Carlton,

Enclosed for your review and approval is Work Authorization No. 55 for Sketch & Description of the Surfside Business District. The scope of the project includes preparation of sketch and description utilizing the laser.

The Scope of Services to be furnished under this Work Authorization includes Surveying as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC. $7,773.72

Shelley Eichner

Shelley Eichner, AICP
Senior Vice President

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
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Fort Lauderdale, FL 33316
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TOWN OF SURFSIDE

Sketch & Description of the Surfside Business District

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Surveying Services

A. Locate sidewalk, curbs, face of buildings and other improvements located in the right of way of Harding Ave. from 96th street to 94th and includes 94th street and 95th street between Collins and Abbott.

B. Prepare one overall sketch and description of area to be leased from FDOT. Use FDOT standards and specs for description.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $7,773.72.

3. SUBMITTED

Submitted by: Shelley Eichner Date: 7/12/12

Shelley Eichner, AICP

4. APPROVAL

Approved by: Date: 7/12/12

Roger M. Carlton, Town Manager

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	55
PROJECT NAME	Sketch & Description of the Surfside Business District CGA Proposal No. 12-5124
DESCRIPTION	preparation of sketch and description utilizing the laser

TITLE	RATE	HOURS/UNITS	COST
Sr. Registered Surveyor	$137.92	8	$1,103.36
Survey CADD Technician	$84.87	22	$1,867.14
Survey Crew	$132.61	25	$3,315.25
Survey File Compilation	$90.18	16.5	$1,487.97
			$7,773.72

SUB-CONSULTANTS	COST

TOTAL **$7,773.72**

Reviewed by: _____

Roger M. Carlton, Town Manager

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Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

Date: September 20, 2012

Mr. Roger M. Carlton
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 59
Surfside Sign Inventory
CGA Proposal No. 12-5333.1

Dear Mr. Carlton,

Enclosed for your review and approval is Work Authorization No. 59 for Surfside Sign Inventory. The scope of the project includes A complete inventory of the street signs located within the Town of Surfside. Survey will be needed to collect locations and information on the signs using the data collectors. Deliverables will consist of a DVD with an ArcGIS 10.0 file geodatabase with the data, a hard copy map atlas printed and bound, and a static electronic PDF map atlas.

The Scope of Services to be furnished under this Work Authorization includes Data Technologies & Development and Surveying as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $8,421.00.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

Building Code Services
Code Enforcement
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Utility & Community Maintenance Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-giordano.com

West Palm Beach Port St. Lucie Homestead Clearwater Jacksonville Atlanta

TOWN OF SURFSIDE

Surfside Sign Inventory

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Data Technologies & Development Services

A. Custom ArcPad Form Development

1. Domains
2. Data input
3. Image Field

B. Data Check-in/Check-out

1. As the survey crew goes to the field each day to collect data, the GIS department will use a check-out/check-in method to maintain the database as the field crews collect and add more data.
2. Each day the GIS Specialist will prepare the data collectors for the field crews prior to them going into the field.
3. When the field crews return into the office, the data collectors will be given to the GIS Specialist who will then import the data that was collected for the day and perform a QA/QC process on the new data to ensure the accuracy of the information.

C. The database will be developed in the same way that previous data has been created for the Town, in ArcGIS 10.0 format file geodatabase with features designed to integrate fully with the ArcPad application, creating an easier workflow for the Survey Field Crews, and integrating fully with previous datasets.

1. Domains will be created for the fields in the database to provide a standardized set of values from which the field crews can choose, ensuring greater tabular accuracy.

D. Signage

1. MUTCD
2. Sign blade orientation (face direction)
3. Sign blade height
4. Sign blade size
5. Street (North/South)
6. Cross street (East/West)
7. Speed limit
8. Image of sign

E. Deliverables

1. The GIS dataset and sign images will be stored on CGA servers and maintained for the Town and will also be delivered to the Town on DVD. The database will contain the Sign Inventory dataset and its corresponding domains. One hardcopy map series map book will be printed and bound and delivered to the Town.

2. An Electronic PDF Map Book will be created using the same information contained on the hard copy map book, except this document will be optimized for use in the office on a computer. This document will have a clickable key map for fast navigation and a navigation pane to flip to the previous/next page, the key map, or the index with a single click.

II. Professional Surveying Services

A. Locate all street signs within the limits of the Town of Surfside. Collect X , Y coordinates as well as other data as determined by Calvin, Giordano GIS personnel including a picture of each sign.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $8,020.00 plus reimbursables at $401.00 with a total not to exceed amount of $8,421.00. Payments to be made monthly.

3. SUBMITTED

Submitted by: _____ Date: 9/20/12
Dennis J. Giordano

4. APPROVAL

Approved by: _____ Date: 9/24/12
Roger M. Carlton, Town Manager

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	59
PROJECT NAME	Surfside Sign Inventory CGA Proposal No. 12-5333.1
DESCRIPTION	A complete inventory of the street signs located within the Town of Surfside. Survey will be needed to collect locations and information on the signs using the data collectors. Deliverables will consist of a DVD with an ArcGIS 10.0 file geodatabase with the data, a hard copy map atlas printed and bound, and a static electronic PDF map atlas

TITLE	RATE	HOURS/UNITS	COST
Associate Data Tech	$159.14	2	$318.28
GIS Specialist	$116.70	40	$4,668.00
Sr. Registered Surveyor	$137.92	4	$551.68
Survey Crew	$132.61	16	$2,121.76
Survey File Compilation	$90.18	4	$360.72
			$8,020.44

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$8,020.44**
REIMBURSABLE SUBTOTAL	**$401.02**
TOTAL	**$8,421.46**

Reviewed by: _____
Roger M. Carlton, Town Manager

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Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
an Employee Owned Company

Date: September 20, 2012

Mr. Roger M. Carlton
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 60
Surfside Tree Inventory
CGA Proposal No. 12-5333.2

Dear Mr. Carlton,

Enclosed for your review and approval is Work Authorization No. 60 for Surfside Tree Inventory. The scope of the project includes A complete inventory of the trees located within the Town of Surfside. The town has a list of all of these trees and their locations, so this information needs to be converted into ArcGIS format. Deliverables will consist of a DVD with an ArcGIS 10.0 file geodatabase with the data, a hard copy map atlas printed and bound, and a static electronic PDF map atlas.

The Scope of Services to be furnished under this Work Authorization includes Data Technologies & Development as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $4,254.60.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utility & Community Maintenance Services

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Fax: 954.921.8807
www.calvin-giordano.com

TOWN OF SURFSIDE

Surfside Tree Inventory

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

I. Professional Data Technologies & Development Services

A. Data conversion from office based information to GIS

1. Since the Town has an existing inventory of the trees they are responsible for maintaining, the locations will be transferred from the existing inventory document into GIS using aerial interpretation and interpolation using the existing inventory as the main reference.

B. The database will be developed in the same way that previous data has been created for the Town, in ArcGIS 10.0 format file geodatabase with features designed to establish standardized information in the tables for ease of access and making it easy to add additional data in the future. This will be achieved through the use of domains and coded values to optimize the performance of the database.

C. Trees

1. Species

2. Tree diameter

3. Height

4. Canopy cover

D. Deliverables

1. The GIS dataset will be stored on CGA servers and maintained for the Town and will also be delivered to the Town on DVD. The database will contain the Tree Inventory dataset and its corresponding domains. One hardcopy map series map book will be printed and bound and delivered to the Town.

2. An Electronic PDF Map Book will be created using the same information contained on the hard copy map book, except this document will be optimized for use in the office on a computer. This document will have a clickable key map for fast navigation and a navigation pane to flip to the previous/next page, the key map, or the index with a single click.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $4,052.00 plus reimbursables at $202.60 with a total not to exceed amount of $4,254.60. Payments to be made monthly.

3. TIME OF PERFORMANCE:

4. SUBMITTED

Submitted by: _____ Date: 9/20/12
Dennis J. Giordano

5. APPROVAL

Approved by: _____ Date: 9/24/12
Roger M. Carlton, Town Manager

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	60
PROJECT NAME	Surfside Tree Inventory CGA Proposal No. 12-5333.2
DESCRIPTION	A complete inventory of the trees located within the Town of Surfside. The town has a list of all of these trees and their locations, so this information needs to be converted into ArcGIS format. Deliverables will consist of a DVD with an ArcGIS 10.0 file geodatabase with the data, a hard copy map atlas printed and bound, and a static electronic PDF map atlas

TITLE	RATE	HOURS/UNITS	COST
Associate Data Tech	$159.14	2	$318.28
GIS Specialist	$116.70	32	$3,734.40
			$4,052.68

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$4,052.68**
REIMBURSABLE SUBTOTAL	**$202.63**
TOTAL	**$4,255.31**

Reviewed by: _____
Roger M. Carlton, Town Manager

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,070

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 1/18/11 **CGA PROJECT NUMBER** 09-23~~65~~56

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
	INFRAC PHASING PLAN & MOT **EXPENSES INCLUDED** 401-9900-536-6310 $2,719.20 15% 401-9900-536-6320 $12,689.60 70% 404-5500-538-6310 $2,719.20 15% DEPT. _____ ACCT. # _____ I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT _____ DEPARTMENT HEAD	$18,128.00 ~~$1,671.00~~	$18,128.00 reduced to $ 1,671.00

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall immediately upon delivery of goods (Statement monthly)

_____
Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Additional Services Agreement

DATE: November 18, 2010

RE: Surfside Infrastructure Improvements Phasing Plan & M.O.T.

CLIENT: Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

phasing or maintenance of traffic

ATTENTION: Mr. Roger Carlton

CGA NO.: 09-2365.6

CGA HAS BEEN ADVISED TO PROCEED WITH THE FOLLOWING ADDITIONAL SERVICES:

Due to the client's request for work outside the original scope of services, Calvin, Giordano & Associates, Inc. will provide the following additional services:

I. Professional Engineering Services

A. Civil Engineering

1. Prepare construction phasing plans for the watermain replacement, sanitary sewer lining and replacement, and drainage installation per plans prepared by Calvin, Giordano & Associates.

2. Prepare MOT plans for construction of infrastructure noted above. It is assumed that the MOT on the local roads will be standard and handled by the contractor. CGA shall handle MOT on the roads under FDOT jurisdiction, which will require individual MOT plans that will be based on the type of infrastructure installation undertaken at that location.

3. Phasing plan shall also show the Constriction staging areas available to the contractor, which will be coordinated with the Town of Surfside prior to bidding.

II. Professional Highway Design Services

A. Roadway Analysis

1. Develop the maintenance of traffic concept for five site conditions.

   - MOT for new pipe construction in tangent section.
   - MOT for new pipe construction in intersection.
   - MOT for pipe lining construction in tangent section.
   - MOT for pipe lining construction in intersection.

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utility & Community Maintenance Services

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www.calvin-giordano.com

Fort Lauderdale Treasure Coast Central Florida Homestead Metro Atlanta

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	215.00
Executive Assistant	75.00
ENGINEERING	
Associate, Engineering (VI)	190.00
Director, Engineering (V)	165.00
Project Manager (IV)	145.00
Project Engineer (III)	125.00
Engineer (II)	105.00
Jr. Engineer (I)	100.00
Senior CADD Technician Manager	115.00
CADD Technician	95.00
Traffic Technician	90.00
Permit Administrator	90.00
Clerical	75.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	165.00
GIS Coordinator	145.00
GIS Specialist	125.00
Multi-Media 3D Developer	115.00
GIS Technician	100.00
Sr. Applications Developer	165.00
Applications Developer	135.00
Network Administrator	155.00
System Support Specialist	115.00
IT Support Specialist	85.00
CONSTRUCTION	
Associate, Construction	165.00
Construction Management Director	135.00
Senior Inspector	100.00
Inspector	90.00
EMERGENCY MANAGEMENT	
Director	145.00
Planner	105.00
Jr. Planner	90.00

PLANNING	
Associate, Planning	165.00
Director of Planning	145.00
Planning Administrator	135.00
Assistant Director	125.00
Planner	105.00
Jr. Planner	90.00
EXPERT WITNESS	
Principal/Associate	330.00
Registered Engineer/Surveyor	280.00
Project Engineer	230.00
LANDSCAPE ARCHITECT	
Associate, Landscape	165.00
Senior Landscape Architect	130.00
Environmental Administrator	125.00
Landscape Architect	115.00
Environmental Specialist	105.00
Landscape CADD Technician	95.00
Environmental Assistant	85.00
SURVEYING	
Associate, Surveying	165.00
Senior Registered Surveyor	145.00
Survey Crew	135.00
Registered Surveyor	125.00
Survey Coordinator	105.00
CADD Technician	95.00
3D Laser Scanner	355.00
Hydrographic Survey Crew	330.00
G.P.S. Survey Crew	155.00
Sub-meter G.P.S	75.00
Soft Dig (per hole)	305.00
Utility Locates	205.00
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	115.00
Environmental Scientist	100.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
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Utilitiy & Community Maintenance Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Effective January 1, 2009

Martin Sherwood

From: Martin Sherwood
Sent: Tuesday, December 21, 2010 3:08 PM
To: Chris Giordano; Shaun Bamforth
Cc: Roger Carlton; Mayte Gamiotea; Dawn Hunziker; Fernando Rodriguez; Catherine Colonna; Debra Eastman; berabbot
Subject: RE: Water/Sewer/Storm: Proposal Breakdown (SURFSIDE Charge codes)

Chris/Shaun/Jesus/CGA,

For the CC preparation (pertaining to FY 2011 budget) - and your future invoicing, please code as follows:

Water **70%**	= 401-9900-536-6320
Sewer **15%**	= 401-9900-536-6310
Stormwater Drainage **15%**	= 404-5500-538-6310

Thank you

Martin D. Sherwood, CPA CGFO
Finance Director
Town of Surfside
9293 Harding Ave
Surfside, Fl 33154
305-861-4863 ext. 225
305-861-1302 (fax)
msherwood@townofsurfsidefl.gov

Note: Florida Public Records Law provides that most written communications to or from Municipal employees regarding town business are public records, available to the public and media upon request. Therefore, this e-mail message may be subject to public disclosure.

From: Chris Giordano [mailto:cgiordano@calvin-giordano.com]
Sent: Tuesday, December 21, 2010 1:54 PM
To: Martin Sherwood
Cc: Shaun Bamforth
Subject: Proposal Breakdown

Marty,

I met with Shaun and he stated that the breakdown should be as follows:

Water 70%
Sewer 15%
Drainage 15%

This breakdown is applicable for the pavement restoration, topography, and phasing / MOT plan proposals. The PR/marketing proposal should be an even split between the three phases.

Thank you,

CHRIS GIORDANO
Project Administrator (Broward)

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Broward
phone: 954.921.7781
fax: 954.921.8807

Palm Beach
phone: 561.684.6161
fax: 561.684.6360

The Zweig Letter HOTFIRM
2009 WINNER
The 200 fastest-growing architecture, engineering and environmental consulting firms

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Town Clerk Debra Eastman read the resolution by title into the record.

Commissioner Kopelman made a motion to approve all five resolutions (Items 5B, 5C, 5D, 5E and 5F). Commissioner Karukin seconded the motion. The motion carried 4 to 1 with Vice Mayor Graubart dissenting.

D. Resolution for Topographic Survey – Roger M. Carlton, Town Manager
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 45 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. AUTHORIZING A TOPOGRAPHIC SURVEY ON ROADS AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Debra Eastman read the resolution by title into the record.

Commissioner Kopelman made a motion to approve all five resolutions (Items 5B, 5C, 5D, 5E and 5F). Commissioner Karukin seconded the motion. The motion carried 4 to 1 with Vice Mayor Graubart dissenting.

E. Resolution for Dry Sewer Lines – Roger M. Carlton, Town Manager
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 41 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. AUTHORIZING THE PREPARATION OF CONSTRUCTION PLANS FOR SURFSIDE INFRASTRUCTURE IMPROVEMENTS FOR DRY SEWER LINE AND AUTHORIZING THE TOWN MANAGER TO TAKE ANY NECESSARY ACTION AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Debra Eastman read the resolution by title into the record.

Commissioner Kopelman made a motion to approve all five resolutions (Items 5B, 5C, 5D, 5E and 5F). Commissioner Karukin seconded the motion. The motion carried 4 to 1 with Vice Mayor Graubart dissenting.

F. Resolution for Pavement Restoration Plan - Roger M. Carlton, Town Manager
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 46 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. FOR THE PAVEMENT RESTORATION PLAN AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Debra Eastman read the resolution by title into the record.

Commissioner Kopelman made a motion to approve all five resolutions (Items 5B, 5C, 5D, 5E and 5F). Commissioner Karukin seconded the motion. The motion carried 4 to 1 with Vice Mayor Graubart dissenting.

G. Resolution – Reappropriation of Legal Department Funds– Lynn Dannheisser, Town Attorney

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE REAPPROPRIATION OF FUND BALANCE (RESERVES) TO THE LEGAL DEPARTMENT BUDGET; AMENDING THE TOWN'S BUDGET FOR FISCAL YEAR 2010-2011; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Debra Eastman read the resolution by title into the record.

Town Attorney Lynn Dannheisser explained that the resolution appropriates funds into the legal budget and that the town needs to appropriate $35,000 to the legal budget for Young Israel.

Commissioner Kopelman made a motion to approve. Commissioner Karukin seconded the motion.

Mayor Dietch explained that the funds come from roll over from last year's funds saved from the legal budget.

Upon roll call, the resolution carried unanimously.

H. Resolution Retainer of Houlihan & Partners, P.A. – Lynn Dannheisser, Town Attorney

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH HOULIHAN & PARTNERS, P.A. TO APPEAR AS CO-COUNSEL AND REPRESENT THE TOWN IN THE CASE CAPTIONED YOUNG ISRAEL OF BAL HARBOUR, INC. V. TOWN OF SURFSIDE CASE NO: 10-CV-24392 IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Debra Eastman read the resolution by title into the record.

Town Attorney Lynn Dannheisser stated that she recommends Houlihan & Partners be retained because they are experienced federal litigators.

Commissioner Kopelman made a motion to approve the resolution. Commissioner Karukin seconded the motion.

Work Authorizations over $8,500 Included in the Basic Agreement Scope of Work

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General Service Agreement Reso
CGA Project#s

07-1536
07-1539
07-1540
07-1541
07-1542
07-1544

RESOLUTION NO. 2007-1791

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, AWARDING A CONTRACT FOR PROFESSIONAL CONSULTING SERVICES BY CAVIN, GIORDANO & ASSOCIATES, INC TO ACT AS THE TOWN'S PLANNING, ENGINEERING, BUILDING AND CODE COMPLIANCE FIRM (REQUEST FOR QUALIFICATIONS TO PROVIDE GENRAL CONSULTING ENGINEERING, PLANNING, BUILDING AND CODE COMPLIANCE SERVICES ISSUED: MAY 10, 2007) (THE "RFQ") (THE "PROJECT") ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR IMPLEMENTATION OF AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE;

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Town of Surfside ("Town") requested qualifications from consulting firms to act as the Town's Consulting, Planning, engineering, building and code compliance firm (Request for Qualifications to Provide these Services issued: May 10, 2007) (the "RFQ");

WHEREAS, the Town has considered the proposals submitted in response to the RFQ and has determined Calvin, Giordano and Associates, Inc ("Calvin Giordano") is the lowest most responsible and responsive bidder in accordance with the applicable codes and ordinances of the Town; and

WHEREAS, Calvin Giordano has agreed to enter into the Agreement attached hereto as Exhibit "A," with the Town to perform and furnish all work as specified in the RFQ including but not limited to planning, GIS support/implementation of a system, redevelopment efforts, disaster recovery, landscape architecture, engineering, building including plan review, field inspections, on-call services and a qualified Building Official, code compliance services (Professional Services") and in some instances,

because of a variety of intervening and unforeseen circumstances, Calvin Giordano has already untaken to provide these services in the absence of a contract; and

WHEREAS, the Town Commission has determined that it is in the best interests of the Town to enter into the Agreement attached hereto as Exhibit "A" with Calvin, Giordano to perform the services as set forth therein and thus ratifies both the prior services as performed by Calvin, Giordano and hereby authorizes the Town Manager to pay for that work as if this in agreement had been in full force and effect at that time.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Agreement Approved.** The Agreement, attached hereto as Exhibit "A" between the Town and Calvin, Giordano is hereby approved, and the Town Mayor is hereby authorized to execute the Agreement, on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

Section 4. **Implementation.** The Town Manager is hereby authorized to take all action necessary to implement this Resolution and the Agreement in accordance with the terms, conditions and purposes of this Resolution and the Agreement. Payment for any services performed by Calvin Giordano prior to the date of this resolution is hereby ratified after the fact.

Section 5. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and **ADOPTED** on this 13th day of November, 2007.

Charles W. Burkett, Mayor

Attest:

Beatris M. Arguelles, CMC
Town Clerk

APPROVED AND TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

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TOWN OF SURFSIDE, FLORIDA
Town Commission Meeting
9293 Harding Avenue
Surfside, FL 33154
Tuesday, November 13, 2007
7:00 p.m.

General Svcs Contract for CGA Projects

Item 6E
P73

Mayor Charles W. Burkett
Vice Mayor Howard S. Weinberg
Commissioner Mark Blumstein
Commissioner Marc Imberman
Commissioner Steve Levine

Town Manager W. D. Higginbotham, Jr.
Town Attorney Lynn M. Dannheisser
Town Clerk Beatris M. Arguelles, CMC

AGENDA

07-1536
07-1539
07-1540
07-1541
07-1542
07-1544

1. **OPENING:**

   1.A. **CALL TO ORDER/ROLL CALL OF MEMBERS:**

   1.B **PLEDGE OF ALLEGIANCE/INVOCATION:**

   1.C **ORDER OF BUSINESS:** (Additions/Deletions/Amendments/Deferrals)

   1.D **APPROVAL OF THE MINUTES:**

   1.E **SPECIAL PRESENTATIONS:**

      1.E.1 **PARKS & REC DEPT. COMMENDATION – LIFE GUARD STAFF IN RECOGNITION OF OCTOBER 8, 2007 OCEAN RESCUE**

      1.E.2 **OFFICER OF THE MONTH**

      1.E.3 **RECOGNITION OF THE SURFSIDE POLICE EXPLORERS**

      1.E.4 **PRESENTATION BY TOWN LOBBYIST FAUSTO GOMEZ, GOMEZ BARKER & ASSOCIATES, RE; PROPERTY TAX REFORM LEGISLATION**

      1.E.5 **PRESENTATION BY SPILLIS CANDELA - COMMUNITY CENTER ARCHITECTS**

      1.E.6 **TOWN MANAGER PRESENTATION**

2. **QUASI-JUDICIAL ITEMS:** None

3. **PUBLIC HEARINGS/ORDINANCES FOR SECOND READING:** None

   3.A **DOCK ORDINANCE [TAB 3A]**

   AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING" OF THE

CODE OF THE TOWN TO AMEND SECTION 90-184 "MARINE STRUCTURE" TO PERMIT AN EXTENSION OF THE LENGTH DOCKS INTO BISCAYNE BAY FROM TWENTY (20) TO THIRTY-FIVE (35) FEET; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

4. ORDINANCES – FIRST READING

4.A NAMING OF PUBLIC FACILITIES [TAB 4A] *(Blumstein)*

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE CODE TO CREATE CHAPTER 75 "NAMING, RENAMING, AND CO-DESIGNATION OF TOWN FACULTIES, ROADS OR PROPERTY"; SETTING FORTH PROCEDURES FOR THE NAMING, RENAMING, CO-DESIGNATION, OF MUNICIPAL ROADS, FACILITIES OR PROPERTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

5. GOOD AND WELFARE:

6. RESOLUTIONS:

6.A CERTIFYING THE RESULTS OF THE TOWN OF SURFSIDE SPECIAL ELECTION [TAB 6A]

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CERTIFYING AND DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD ON NOVEMBER 6, 2007 TO VOTE ON TWO CHARTER AMENDMENT QUESTIONS

6.B POLICE CONFISCATION FUND EXPENDITURE ($54,000) FOR CRIME PREVENTION PROJECTS [TAB 6B]

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2007/2008 POLICE CONFISCATION FUND (EXPENDITURE IN THE AMOUNT OF FIFTY-FOUR THOUSAND DOLLARS ($54,000) TO BE FUNDED BY PROCEEDS OF CONFISCATED FUNDS

6.C POLICE CONFISCATION FUND EXPENDITURE ($5,000) FOR DONATION TO THE NATIONAL POLICE MEMORIAL IN WASHINGTON, D.C. [TAB 6C]

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2007/2008 POLICE CONFISCATION FUND (EXPENDITURE IN THE AMOUNT OF

FIVE THOUSAND DOLLARS ($5,000) TO BE FUNDED BY PROCEEDS OF CONFISCATED FUNDS

6.D **POLICE CONFISCATION FUND EXPENDITURE ($155,000) FOR THE PURCHASE OF TWO-WAY RADIOS, CHARGERS AND BATTERIES AND ONE ELECTRONIC CITATION INSTRUMENT, SOFTWARE AND ACCESSORIES [TAB 6D]**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2007/2008 POLICE CONFISCATION FUND (EXPENDITURE IN THE AMOUNT OF FIVE THOUSAND DOLLARS ($155,000) TO BE FUNDED BY PROCEEDS OF CONFISCATED FUNDS

6.E **AWARDING A CONTRACT FOR PROFESSIONAL CONSULTING SERVICES TO CALVIN GIORDANO & ASSOCIATES, INC. [TAB 6E]**

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, AWARDING A CONTRACT FOR PROFESSIONAL CONSULTING SERVICES BY CALVIN, GIORDANO & ASSOCIATES, INC TO ACT AS THE TOWN'S PLANNING, ENGINEERING, BUILDING AND CODE COMPLIANCE FIRM (REQUEST FOR QUALIFICATIONS TO PROVIDE GENERAL CONSULTING ENGINEERING, PLANNING, BUILDING AND CODE COMPLIANCE SERVICES ISSUED: MAY 10, 2007) (THE "RFQ") (THE "PROJECT") ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR IMPLEMENTATION OF AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE;

6.E **APPROVING AND ADOPTING COMMITTEE RULES [TAB 6F]**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND ADOPTING RULES AND PROCEDURES FOR COMMITTEES CREATED BY THE TOWN COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

6.G **APPROVING LEASE AGREEMENT WITH KEITH A. GREY, TRUSTEE FOR TOURIST BUREAU OFFICE [TAB 6G]**

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A LEASE AGREEMENT BETWEEN THE TOWN AND KEITH A. GRAY, TRUSTEE FOR THE LEASE OF SPACE LOCATED AT 9482 HARDING AVENUE AS SET FORTH IN EXHIBIT "A"

7. **REPORTS:**

7.A. **COMMISSIONERS REPORTS:**

7.B. **COMMITTEE / BOARD REPORTS:**

7.B.1 **COMMUNITY CENTER COMMITTEE**

7.B.2 **EDUCATION COMMITTEE**

7.B.3 **GREEN COMMITTEE**

7.B.4 **PARKS AND RECREATION COMMITTEE**

7.B.5 **PENSION BOARD**

7.B.6 **PERSONNEL APPEALS BOARD**

7.B.7 **PLANNING AND ZONING BOARD / DESIGN REVIEW BOARD –**

- Appointment to fill Vacancy (P&Z Board) left by resignation of Mel Schlesser (Burkett)
- Appointment to fill Vacancy on the Design Review Board – Architect

7.B.8 **TOURIST BUREAU**

7.B.9 **WELCOME COMMITTEE –**

- request to reduce the Committee from 10 members to five – currently there are a total of eight members (two vacancies)

7.C **TOWN MANAGER'S REPORT:**

7.C.1 **SURFSIDE CRIME STATISTICS**

7.C.2 **MASTER PARKING METER STATIONS & NEW INDIVIDUAL PARKING METERS [TAB 7C2]**

7.C.3 **RECRUITMENT FOR ASSISTANT TOWN MANAGER & FINANCE DIRECTOR/CONTROLLER/TOWN ACCOUNTANT.**

7.C.4 **RESIDENT FREE PARKING PERMITS**

7.C.5 **OTHER ITEMS**

7.D **TOWN ATTORNEY'S REPORT:**

8. **DISCUSSION ITEMS:**

8.A **MAYOR**

8.A.1 **Swim Team [TAB 8A1]**

8.A.2 **Holiday Decorations**

8.B **VICE MAYOR WEINBERG**

8.B.1 **Hybrid Vehicle Parking**

8.C **COMMISSIONER BLUMSTEIN**

8.C.1 **Additional Lifeguard Stations on the beach**

8.C.2 **Replacement/Reduction/Uniformity of Town Signage**

8.C.3 **Replacement/Reduction of Town Metered Parking**

8.C.4 **Parking Changes along Harding Avenue in the Business District**

8.D **COMMISSIONER IMBERMAN**

8.D.1 **Status of Assistant Town Manager Search**

8.D.2 **Non-Traffic Related Signage in Town, including parking signs**

8.D.3 **Temporary Political Campaign Sign Ordinance Change**

8.E. **COMMISSIONER LEVINE**

8.E.1. **Chain Link Fence Ordinance**

9 MAYOR'S ROUNDTABLE:

10. ADJOURNMENT:

- THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-893-6511 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING. HEARING IMPAIRED PERSONS MAY CONTACT THE TDD LINE AT 305-893-7936.

- IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

- AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE TOWN CLERK, TOWN OF SURFSIDE TOWN HALL, 9293 HARDING AVENUE. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE TOWN CLERK AT 305-861-4863. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE TOWN WEBSITE AT www.townofsurfsidefl.gov

- TWO OR MORE MEMBERS OF OTHER TOWN BOARDS MAY attend AT THIS MEETING.

- THESE MEETINGS MAY BE CONDUCTED BY MEANS OF OR IN CONJUNCTION WITH COMMUNICATIONS MEDIA TECHNOLOGY, SPECIFICALLY, A TELEPHONE CONFERENCE CALL. THE LOCATION 9293 HARDING AVENUE, SURFSIDE, FL 33154, WHICH IS OPEN TO THE PUBLIC, SHALL SERVE AS AN ACCESS POINT FOR SUCH COMMUNICATION.

Item 6.E

Resolution

AWARDING CONTRACT FOR PROFESSIONAL SERVICES

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, AWARDING A CONTRACT FOR PROFESSIONAL CONSULTING SERVICES BY CAVIN, GIORDANO & ASSOCIATES, INC TO ACT AS THE TOWN'S PLANNING, ENGINEERING, BUILDING AND CODE COMPLIANCE FIRM (REQUEST FOR QUALIFICATIONS TO PROVIDE GENRAL CONSULTING ENGINEERING, PLANNING, BUILDING AND CODE COMPLIANCE SERVICES ISSUED: MAY 10, 2007) (THE "RFQ") (THE "PROJECT") ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR IMPLEMENTATION OF AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE;

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Town of Surfside ("Town") requested qualifications from consulting firms to act as the Town's Consulting, Planning, engineering, building and code compliance firm (Request for Qualifications to Provide these Services issued: May 10, 2007) (the "RFQ");

WHEREAS, the Town has considered the proposals submitted in response to the RFQ and has determined Calvin, Giordano and Associates, Inc ("Calvin Giordano") is the lowest most responsible and responsive bidder in accordance with the applicable codes and ordinances of the Town; and

WHEREAS, Calvin Giordano has agreed to enter into the Agreement attached hereto as Exhibit "A," with the Town to perform and furnish all work as specified in the RFQ including but not limited to planning, GIS support/implementation of a system, redevelopment efforts, disaster recovery, landscape architecture, engineering, building including plan review, field inspections, on-call services and a qualified Building Official, code compliance services (Professional Services") and in some instances,

because of a variety of intervening and unforeseen circumstances, Calvin Giordano has already untaken to provide these services in the absence of a contract; and

WHEREAS, the Town Commission has determined that it is in the best interests of the Town to enter into the Agreement attached hereto as Exhibit "A" with Calvin, Giordano to perform the services as set forth therein and thus ratifies both the prior services as performed by Calvin, Giordano and hereby authorizes the Town Manager to pay for that work as if this in agreement had been in full force and effect at that time.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Agreement Approved.** The Agreement, attached hereto as Exhibit "A" between the Town and Calvin, Giordano is hereby approved, and the Town Mayor is hereby authorized to execute the Agreement, on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

Section 4. **Implementation.** The Town Manager is hereby authorized to take all action necessary to implement this Resolution and the Agreement in accordance with the terms, conditions and purposes of this Resolution and the Agreement. Payment for any services performed by Calvin Giordano prior to the date of this resolution is hereby ratified after the fact.

Section 5. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and **ADOPTED** on this 13th day of November, 2007.

_____
Charles W. Burkett, Mayor

Attest:

_____
Beatris M. Arguelles, CMC
Town Clerk

APPROVED AND TO FORM AND LEGAL SUFFICIENCY:

_____
Lynn M. Dannheisser, Town Attorney

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

TOWN OF SURFSIDE
PROFESSIONAL FEE SCHEDULE

Principal	206.00
Executive Assistant	72.10

ENGINEERING

Associate, Engineering	180.25
Director, Engineering	154.50
Project Manager	133.90
Resident Inspector	123.60
Project Engineer	123.60
Engineer	103.00
Jr. Engineer	87.55
Senior CADD Technician	103.00
CADD Technician	82.40
Traffic Technician	77.25
Permit Administrator	77.25
Clerical	72.10

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	154.50
GIS Coordinator	133.90
GIS Specialist	113.30
Multi-Media 3D Developer	92.70
GIS Technician	82.40
Sr. Applications Developer	164.80
Applications Developer	123.60
Network Administration	133.90
System Support Specialist	113.30
IT Support Specialist	82.40

CONSTRUCTION

Associate, Construction	154.50
Construction Management Director	123.60
Senior Inspector	92.70

EMERGENCY MANAGEMENT

Director	133.90
Planner	92.70
Jr. Planner	77.25

PLANNING

Associate, Planning	154.50
Director of Planning	133.90
Planning Administrator	123.60
Assistant Director	113.30
Planner	92.70
Jr. Planner	77.25

EXPERT WITNESS

Principal/Associate	309.00
Registered Engineer/Surveyor	257.50
Project Engineer	206.00

LANDSCAPE ARCHITECT

Associate, Landscape	154.50
Senior Landscape Architect	118.45
Environmental Administrator	113.30
Landscape Architect	103.00
Environmental Specialist	92.70
Landscape CADD Technician	82.40
Environmental Assistant	72.10

SURVEYING

Associate, Surveying	164.80
Hydrographic Survey Crew	334.75
G.P.S. Survey Crew	144.20
Survey Crew	128.75
Senior Registered Surveyor	133.90
Survey Coordinator	87.55
CADD Technician	82.40
Submeter G.P.S	66.95

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	103.00
Environmental Scientist	87.55

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services
Governmental Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-giordano.com

Effective November 14, 2008

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

TOWN OF SURFSIDE GOVERNMENT SERVICES
PROFESSIONAL FEE SCHEDULE

BUILDING CODE

Director, Bldg Code	144.20
Building Official	113.30
Chief Bldg Inspector	97.85
Plans Examiner	82.40
Inspector-Bldg Code	77.25
Permit Technician	66.95

GOVERNMENT SERVICES

Associate of Government Svcs	154.50
Sr. Code Enforcement Inspector	92.70
Code Enforcement Inspector	77.25

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services
Governmental Services

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

1800 Eller Drive, Suite 600
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Effective November 14, 2008

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,000

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 07/03/06 _____ **CGA PROJECT NUMBER** 06-5355

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
ADDITIONAL MISCELLANEOUS SERVICES	PROVIDE ADDITIONAL SERVICES TO THE TOWN AS REQUIRED BY THE TOWN MANAGER ON AN HOULY BASIS **AS PER GENERAL SERVICES AGREEMENT** SERVICES PROVIDED AND PAID FOR PRIOR TO SET UP OF EXTRAS TO ASSIST TOWN IN SEGREGATING MISC COSTS Info Tech - 001-7900-519-6400 DEPT. _____ ACCT. # _____ I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. _____ DEPARTMENT HEAD	$431,259.49	$431,259.49

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

_____
Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
an Employee Owned Company

June 29, 2006

Mr. W. D. Higginbotham, Jr.
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

RE: Agreement for Professional Services between Town of Surfside and Calvin, Giordano & Associates, Inc.
CGA Proposal No. 06-5355

Dear Mr. Higginbotham,

We are pleased to submit this proposal for Professional Services for the Town of Surfside.

SCOPE OF SERVICES

The CONTRACTOR shall perform Professional Services for the CITY consisting of the following: community development and planning and zoning.

I. COMMUNITY DEVELOPMENT DIRECTOR

The CONTRACTOR shall provide a Community Development Director to TOWN which shall be responsible for providing the following services:

- Attend all staff meetings, all City Commission meetings, Planning & Zoning Board meetings and any workshops, at which attendance by the CONTRACTOR is deemed necessary by the Town Manager and attend all County and State agency meetings and forums as required by the Town Manager and report back to Town Manager regarding meeting agendas, goals and any relevant discussions.

- Supervise and coordinate the building permit process with respect to zoning and fire marshal review.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-giordano.com

Fort Lauderdale West Palm Beach Orlando Fort Pierce Homestead

- Provide zoning review of site plan, variance request and land use amendment applications.

Hourly per Attached Rates

BASIS OF PROPOSAL

- 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 and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.

- Calvin, Giordano & Associates, Inc. will ensure that all consultants carry proper insurance, including professional liability insurance, if appropriate.

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.

TERMS OF THE AGREEMENT

- 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.

- Calvin, Giordano & Associates, Inc. agrees to indemnify, hold harmless and, at CLIENT's option, defend or pay for an attorney selected by CLIENT, to defend CLIENT, 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 Calvin Giordano & Associates, Inc.

- 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 twelve (12) months, after which time they may be renegotiated with the CLIENT.

- 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 all original documents upon payment of all outstanding invoices, and expenses.

- 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.

- 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.

MISCELLANEOUS PROVISIONS

- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

- 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.

TERMINATION OF THE AGREEMENT

- This Agreement may be terminated by either party upon not less than ninety (90) 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

DJG/jac

Cost of these services are: Hourly Per Attached Scheduled of Fees

ACCEPTANCE OF CONTRACT

Calvin, Giordano & Associates, Inc.

By: _____ Date: 6-29-06

Name: Dennis J. Giordano
Title: President

TOWN OF SURFSIDE

By: _____ Date: July 3, 2006

Name: W. D. Higginbotham, Jr.
Title: Town Manager

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

TOWN OF SURFSIDE, FLORIDA

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into this 13th day of Nov., 2007, by and between the TOWN OF SURFSIDE, a Florida municipal corporation (the "TOWN"), and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation (the "CONTRACTOR").

WHEREAS, the TOWN is in need of a qualified consulting firm to act as the Town's Consulting, Planning, Engineering, Building and Code Compliance firm in a continuing contract for services, including but not limited to planning; GIS support/implementation of system; redevelopment efforts; disaster recovery; landscape architecture; engineering; building, including plan review, field inspections, on-call services and qualified Building Official; and code compliance services to include the provision of qualified Code Compliance Officers ("Professional Services"); and

WHEREAS, the TOWN, pursuant to a Request for Qualifications selected CONTRACTOR to perform the aforementioned services as an independent contractor to TOWN; and

WHEREAS, Calvin, Giordano & Associates, Inc., performs these services for many governmental entities, including other municipalities, and has offered to provide high-level services to the TOWN for a reasonable cost; and

WHEREAS, the TOWN and CONTRACTOR desire to enter into an agreement setting forth the terms and conditions upon which the aforementioned Professional Services will be provided by CONTRACTOR; and

WHEREAS, TOWN has followed the selection and negotiation process for all services that require compliance with the Florida Consultant's Competitive Negotiation Act (CCNA) (Chapter 287.055, Florida Statutes), as amended.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. INCORPORATION, CONVENIENCE AND INTENT

The foregoing recitations are true and correct and are hereby incorporated by reference. The parties acknowledge that professional engineering services, landscape architect services and surveying services all fall within the requirements of the Florida Consultant's Competitive Negotiation Act (CCNA), Chapter 287.005, Florida Statutes. The parties further acknowledge that for purposes of contract preparation and convenience, non-CCNA and CCNA services have been combined. As used in this Agreement, Professional Services, shall mean all services that CONTRACTOR is required to provide herein.

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR shall perform Professional Services for the TOWN consisting of the following: community development, planning & zoning, landscape architecture, general and municipal engineering, emergency management services and associated miscellaneous services.

2.1 PLANNING SERVICES

2.1.1 Comprehensive Planning

2.1.2 Community Development Director

The CONTRACTOR shall provide a Community Development Director to TOWN which shall be responsible for providing the following services:

- Provide information to the general public as it relates to all land development activities within the TOWN.
- Provide information to builders and developers as it relates to policies and procedures within the TOWN relative to land planning within the TOWN.
- Oversee the development, maintenance and updating of land use and zoning maps as required by local and state agencies.
- Attend all staff meetings, all Town Commission meetings and any workshops, at which attendance by the CONTRACTOR is deemed necessary by the Town Manager and attend all County and State agency meetings and forums as required by the Town Manager and report back to Town Manager regarding meeting agendas, goals and any relevant discussions.
- Supervise and coordinate the building permit process with respect to zoning and fire marshal review.
- Develop, establish and supervise the system for the issuance of certificates of use and occupational licenses.
- Act as liaison between the TOWN, County, South Florida Regional Planning Council and State Department of Community Affairs.
- Develop policies and procedures regarding all planning and zoning activities, and develop schedules and time frames for processing all land development activities (including, but not limited to rezoning).
- Provide information to Town Manager and Town Commissioners on all relevant and applicable planning issues.
- Provide all internal support services attendant to the above.
- Perform any and all related services required by this position.

Fixed Fee: **$7,500.00 per month** – 001-1000-515-3109

2.1.3 Planning and Zoning Process

- Provide all staff services for Planning and Zoning Review Process.
- Provide and maintain a zoning ordinance, related documents and make recommendations the Town Manager regarding amendments to said ordinance.

- Provide and maintain a comprehensive plan and related documents.
- Perform any and all related services required for Planning and Zoning Services.

Fixed Fee: **$5,000.00 per month** 001-1000-515-4900

2.2 DESIGN SERVICES (LANDSCAPE ARCHITECTURE)

- CONTRACTOR shall provide the necessary personnel and equipment for special project design, permitting, inspections, special reports, studies, and other related services as required by the Town Manager on a project-by-project basis, for which CONTRACTOR shall submit a schedule of work to be performed.

Cost Proposal Hourly Fee: **A cost proposal in the form of a work authorization shall be submitted for each new project to the Town Manager. Any work performed due to the cost proposal shall be based upon CONTRACTOR's lowest hourly fee.**

2.3 CODE ENFORCEMENT/SPECIAL MASTER PROCESS ADMINISTRATION

- Provide administrative/management direction and oversight to field code enforcement staff and office support staff.
- Provide management, process and procedures for administration of the Special Master Process.
- Utilize "Inkforce" software system capable of generating and tracking all code violations and scheduling follow-up inspections as necessary. (software licenses and hardware available at additional cost)
- Perform any and all related services required by this position.

Fixed Fee: **$2,000.00 per month**

2.4 BUILDING CODE SERICES

- Provide Building Official, Plumbing, Electrical and Mechanical Plan Review and Inspection Services as required the Florida Building Code and Florida Statute
- Web based Building Department Software and support
- Provide Permit Technicians and Permit Administrators
- File Maintenance and organization
- Preparation of and filing of all required forms and documents
- The use of standardized checklists to minimize errors
- Maintenance of quantity and quality control through the utilization of software and comprehensive workflow systems
- Set turn around times for all project types will met, simple single discipline permits two days, single family residence 5 days, larger commercial projects 10 working days
- Expedited Plan Review for clients with scheduling issues.

The utilization of specific checklists for documentation and quality assurance

2.4.1 User Fee (Permit Fee) Based Compensation. Users of the Building Code Services Department shall pay Permit Fees and other Related fees according to the Fee Schedule in Exhibit "A". Contractor shall return to the TOWN 10% of the total revenues collected to cover the Town's administrative costs and other costs relating to the enforcement of the Florida Building Code on or about the 15th of the following month. The fee schedule may be adjusted annually by Resolution of the Town Commission in an amount equal the increase in the Consumer Price Index (CPI).

2.5 COMMUNITY SERVICES

A. Streets, Rights-of-Way and Facilities

- Contract administration for maintenance of public rights-of-way, landscaping and irrigation systems to provide safe and comfortable common grounds for the residents of TOWN.
- Contract administration for the construction, operation and maintenance of public facilities.
- Contract administration and coordination of sidewalk and streetlight maintenance for all public roadways to ensure safe passage throughout Surfside.
- Contract administration and oversight of the Town's solid waste/sanitation disposal operations.
- Recommend, develop and implement capital improvement plan for the Town.
- Provide contract administration and assist in seeking local, state and federal grants for improvements to the public works within TOWN.
- Perform any and all related services required by the Town Manager.

B. General and Municipal Engineering

- Administer the Town's NPDES/Stormwater Master Plan programs
- Manage traffic ways improvement projects/contracts implemented by the Town
- Oversee the operation and maintenance of water, wastewater, and stormwater utilities
- Perform related services as required by the Town Manager

Fixed Fee: $12,000.00 per month 0/0 structure

2.6 TOWN WEBSITE

Host and maintain the Surfside website containing TOWN contact information, statistics, history, departmental and facility descriptions, Commission meeting schedules, meeting agendas, agenda packages, minutes, Town Codes and other data as requested by the Town Manager.

Fixed Fee: $1,000 per month for website hosting 001-2000-512-3102

2.7 EMERGENCY MANAGEMENT SERVICES

- Attend emergency management related meetings including the Local Mitigation Strategy Committee, emergency managers meetings, area meetings, and others as directed
- Participate in relevant training and exercises to inject the interests of the TOWN.

- Maintain and update plans, policies and procedures to maintain compliance and ensure rosters, MOUs, and contracts are current
- Monitor legal and regulatory changes impacting the TOWN's emergency management program
- Respond to inquiries regarding emergency management, evacuation and related issues

Fixed Fee: $1000 per month

2.8 ADDITIONAL MISCELLANEOUS SERVICES

In addition to the fee contracts listed above, the CONTRACTOR will also provide additional services on an hourly basis as required by the Town Manager, including, but not limited to, engineering, traffic engineering, landscape architect services, and survey services (CCNA services); as well as any other services requested by the TOWN.

Hourly Fee: See professional fee schedule attached as Exhibit "A"

SECTION 3. FEES FOR SERVICES

3.1 CONTRACTOR shall submit monthly invoices for compensation, but only after the services for which the invoices are submitted have been completed and shall submit with such invoice a detailed breakdown, indicating each task performed, person performing the work and time allocated to each task. This breakdown shall be supplied for all work performed by CONTRACTOR, whether fixed fee or hourly.

3.2 CONTRACTOR shall assign all work for which there is a cost recovery account to that account, at the hourly rates set forth in Exhibit "A." Any amounts assigned to cost recovery accounts that relate to fixed fee matters will be credited against the fixed fee amounts.

3.3 TOWN shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

3.4 Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONTRACTOR. When the above reasons for withholding payments are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by TOWN.

3.5 The fixed fees contained herein are based upon the amount of land development activity that has occurred in the past and will likely occur in the future for a period of three (3) years from the effective date of this Agreement.

3.6 All fixed and hourly fees will be increased by three percent (3%) on each anniversary date of this Agreement.

SECTION 4. TERM/TERMINATION

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	200.00

ENGINEERING

Associate, Engineering (VI)	175.00
Director, Engineering (V)	150.00
Project Manager (IV)	130.00
Resident Inspector	120.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	85.00
Senior CADD Technician Manager	100.00
CADD Technician	80.00
Traffic Technician	75.00
Permit Administrator	75.00
Clerical	70.00

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	150.00
GIS Coordinator	130.00
GIS Specialist	110.00
Multi-Media 3D Developer	90.00
GIS Technician	80.00
Sr. Applications Developer	
Private	160.00
Public	160.00
Applications Developer	
Private	120.00
Public	120.00
Network Engineer	130.00

CONSTRUCTION

Associate, Construction	150.00
Construction Management Director	120.00
Senior Inspector	90.00

EMERGENCY MANAGEMENT

Director	130.00
Planner	90.00
Jr. Planner	75.00

Executive Assistant	70.00

PLANNING

Associate, Planning	150.00
Director of Planning	130.00
Planning Administrator	120.00
Assistant Director	110.00
Planner	90.00
Jr. Planner	75.00

EXPERT WITNESS

Principal/Associate	300.00
Registered Engineer/Surveyor	250.00
Project Engineer	200.00

LANDSCAPE ARCHITECT

Associate, Landscape	150.00
Senior Landscape Architect	115.00
Environmental Administrator	110.00
Landscape Architect	100.00
Environmental Specialist	90.00
Landscape CADD Technician	80.00
Environmental Assistant	70.00

SURVEYING

Associate, Surveying	160.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	140.00
Survey Crew	125.00
Senior Registered Surveyor	130.00
Survey Coordinator	85.00
CADD Technician	80.00
Submeter G.P.S	65.00

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	100.00
Environmental Scientist	85.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective July 1, 2006

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

4.1 TERM OF AGREEMENT – This Agreement shall commence on the date that this agreement is approved by the is fully executed by all parties and shall continue in full force and effect unless and until it is terminated as provided below.

4.2 TERMINATION – Without Cause – This Agreement may be terminated by TOWN for any reason or no reason upon thirty (30) calendar days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

4.3 TERMINATION – With Cause – This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONTRACTOR abandons this Agreement or causes it to be terminated by TOWN, CONTRACTOR shall indemnify TOWN against loss pertaining to this termination, including, but not limited to, reasonable costs incurred in transition to a replacement CONTRACTOR.

4.4 TERMINATION – Transfer of Ownership – This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the CONTRACTOR. CONTRACTOR shall notify Town Manager at least ten (10) business days before any such change in ownership of CONTRACTOR.

4.5 Upon termination, CONTRACTOR shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. It shall also reasonably assist the TOWN and any replacement CONTRACTORs in the transition, including taking any acts necessary to allow the transfer of the GIS system.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

a. CONTRACTOR has not performed services on a timely basis;
b. CONTRACTOR has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
c. CONTRACTOR has failed to obtain the approval of the TOWN where required by this Agreement;
d. CONTRACTOR has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

5.2. In the event CONTRACTOR fails to comply with the provisions of this Agreement, the TOWN may declare the CONTRACTOR in default and notify the CONTRACTOR in writing. In the event payment has been made for such professional services not completed, the CONTRACTOR shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time, pursuant to Section 4 above, and its right for damages under Section 5.3.

5.3. In an Event of Default by the CONTRACTOR, it shall be liable for all damages resulting from the default.

5.4. The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

SECTION 6. STATUS REPORTS AND UPDATES

On or before the first day of every month, CONTRACTOR shall prepare and deliver to the Town Manager status reports showing the status of all pending work authorizations and projects related to this Agreement.

SECTION 7. HOURS OF OPERATION

CONTRACTOR shall maintain fully staffed business hours equal to, but not less than, the Town's business hours of 8 AM to 5 PM, Monday through Friday, with the following holidays accepted:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

SECTION 8. POLICY OF NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION 9. DRUG FREE WORKPLACE

CONTRACTOR shall maintain a Drug Free Workplace.

SECTION 10. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. Personal services provided by CONTRACTOR shall be by employees of CONTRACTOR and subject to supervision by CONTRACTOR, and not as officers or employees of TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR.

SECTION 11. ASSIGNMENT

Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR, without the prior written consent of the Town Manager.

SECTION 12. CONFLICTS OF INTEREST

12.1 CONTRACTOR shall not perform any services for any private sector clients (including, but not limited to, developers, corporations, real estate investors, etc.) on projects within the jurisdictional boundaries of the TOWN.

12.2 CONTRACTOR acknowledges that, in the course of performing the services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the TOWN and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to CONTRACTOR or of which CONTRACTOR may otherwise become aware are and shall be and remain the confidential information of the TOWN ("Confidential Information"), unless otherwise deemed "public" by law. The CONTRACTOR will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. CONTRACTOR further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the TOWN or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). CONTRACTOR affirms that it will not disclose such information and that if it determines that there could be a conflict, or potential conflict of interest, CONTRACTOR and/or its agents will immediately advise the Town Manager.

12.3 CONTRACTOR shall not review or perform any services regarding any application made by any client of CONTRACTOR, even if the services CONTRACTOR performs for such client are unrelated to the TOWN. In such instance, CONTRACTOR shall disclose the relationship immediately to the Town Manager, who may retain an alternate CONTRACTOR for those services. If the services relate to a fixed fee service, the fees for the alternate CONTRACTOR shall be deducted from the fixed fee paid to CONTRACTOR.

12.4 Neither CONTRACTOR nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment related to its performance under this Agreement.

12.5 CONTRACTOR shall immediately notify TOWN if any public records are requested of CONTRACTOR and/or if issues are discovered by CONTRACTOR that may adversely impact TOWN.

12.6 CONTRACTOR further agrees to use best efforts to maintain open, honest and direct communication with the Town Manager and Town Attorney in the performance of services required pursuant to this Agreement.

SECTION 13. INDEMNIFICATION

13.1 CONTRACTOR shall indemnify, defend and hold harmless TOWN, its officials, appointed officers, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there from, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement.

13.2 CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 14, Insurance.

13.3 CONTRACTOR shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

SECTION 14. INSURANCE

14.1 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurances required pursuant to the Request for Qualifications. Proof of all insurance policies shall be approved by the Town Manager. CONTRACTOR shall not allow any Subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.2 CONTRACTOR shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with the policy limits outlined below:

- Workers' Compensation Insurance – as required by law.
- Employer's Liability Insurance - $1,000,000 per occurrence.
- Professional Liability Insurance – $1,000,000 per occurrence, $5,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed $100,000.00 per claim.

- Automobile Liability Insurance - $500,000 per occurrence, $500,000 per accident for bodily injury and $500,000 per accident for property damage.

The successful proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the TOWN of Surfside as additional insured and deductibles for each coverage at amounts approved by the Town Manager. CONTRACTOR shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date of execution of this Agreement. Upon request of TOWN, CONTRACTOR shall make available for inspection copies of any claims filed or made against any policy during the policy term. CONTRACTOR shall additionally notify TOWN, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of $250,000 during the policy term. The Town Manager may require any other insurance coverage it deems necessary depending upon the exposures.

14.3 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Town Manager or designee prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, with financial ratings acceptable to the Town Manager. The TOWN shall be named as an additional insured on all insurance policies.

14.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

SECTION 15. REPRESENTATIVE OF TOWN AND CONTRACTOR

15.1 It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONTRACTOR designates George Keller as the representative of CONTRACTOR to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

15.2 The parties recognize that George Keller's long history with CONTRACTOR and the South Florida community is a material inducement to the TOWN entering into this Agreement. Accordingly, unless excused by the Town Manager, George Keller shall personally attend weekly staff meetings and all regular Commission Meetings.

15.3 The Town Manager shall have the right to require CONTRACTOR to change any personnel working on TOWN projects upon providing CONTRACTOR with a ten (10) day written notice.

SECTION 16. COSTS AND ATTORNEY'S FEES

If either TOWN or CONTRACTOR is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 17. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONTRACTOR:

Dennis J. Giordano, President
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Telephone: (954) 921-7791
Facsimile: (954) 921-8807

FOR TOWN:

W.D. Higginbotham, Town Manager
Town of Surfside
9293 Harding Street
Surfside, Florida 33154
Telephone: (305) 993-1051
Facsimile: (305) 993-5097

With Copy to:

Lynn Dannheisser, Esq.
Town Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 18. RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE

18.1 Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

18.2 Rights in Data. Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of TOWN and TOWN shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONTRACTOR. TOWN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

18.3 Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such

copyright protection is available for the Town. CONTRACTOR shall not include in the data any copyrighted matter unless CONTRACTOR obtains the written approval of the Town Manager and provides said Town Manager with written permission of the copyright owner for CONTRACTOR to use such copyrighted matter in the manner provide herein.

18.4 If this Agreement is terminated for any reason prior to completion of the work, the TOWN may, in its discretion, use any design and documents prepared hereunder.

SECTION 19. SUBCONTRACTORS

Subcontractors, if needed, shall be subject to the prior written approval of the Town Manager.

SECTION 20. COMPLIANCE WITH LAWS

CONTRACTOR shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

SECTION 21. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

SECTION 22. OWNERSHIP OF DOCUMENTS

CONTRACTOR understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONTRACTOR or which is otherwise obtained or prepared by CONTRACTOR under the terms of this Agreement is and shall at all times remain the property of the TOWN. CONTRACTOR agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his sole discretion.

SECTION 23. AUDIT AND INSPECTION RIGHTS

23.1 The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONTRACTOR under this Agreement, audit, or cause to be audited, those books and records of CONTRACTOR that are related to CONTRACTOR's performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

23.2 The TOWN may, at reasonable times during the term hereof, inspect CONTRACTOR's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONTRACTOR under this Agreement conform to the terms of this Agreement. CONTRACTOR shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

SECTION 24. WARRANTIES OF CONTRACTOR

The CONTRACTOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 25. PUBLIC RECORDS

CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosure under applicable law. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the TOWN.

SECTION 26. NO CONTINGENT FEES

The CONTRACTOR (for all services secured pursuant to CCNA, Chapter 287.055, Florida Statutes) warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gist, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 27. GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

SECTION 28. HEADINGS

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

SECTION 29. SEVERABILITY

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

SECTION 30. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

SECTION 31. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32. SURVIVAL OF PROVISIONS

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

SECTION 33. ENTIRE AGREEMENT

33.1 This Agreement and its attachments constitute the entire agreement between CONTRACTOR and TOWN, and all negotiations and oral understandings between the parties are merged herein.

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

SECTION 34. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

SECTION 35. CONTENT OF THE REQUEST FOR PROPOSAL

The content of relevant provisions of the Request for Qualifications (RFQ) are hereby incorporated by reference into this Agreement and is attached as Exhibit "B."

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Services Agreement on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its mayor, authorized to execute same by Commission action on the 13th day of Nov., 2007; and Dennis J. Giordano authorized to execute same.

TOWN OF SURFSIDE, through its Town Commission

By:_____
, Mayor

27th day of November, 2007

ATTEST:

_____
, Town Clerk

Approved as to form and legality by
Office of the Town Attorney

By:_____
, Town Attorney

27 day of Nov., 2007

, Town Manager

27th day of November, 2007

(TOWN SEAL)

CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation

By:_____
Dennis J. Giordano, President

Witness:

_____
Jacqueline Chavez
Print Name

_____
Jana Glass
Print Name

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,007

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER	DATE APPROVED 11/13/2007	CGA PROJECT NUMBER 06-5355

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
ADDITIONAL MISCELLANEOUS SERVICES	PROVIDE ADDITIONAL SERVICES TO THE TOWN AS REQUIRED BY THE TOWN MANAGER ON AN HOULY BASIS	HOURLY	AS ACCRUED
	AS PER GENERAL SERVICES AGREEMENT		
EXTRA 1	MISC-STORMWATER – 404-5500-538-3110		
EXTRA 2	MISC-SEWER & WATER – 401-9900-536-3110		
EXTRA 3	MISC- PLANNING & ZONING – 001-5000-539-3110		
EXTRA 4	MISC- ~~PUBLIC WORKS~~ – Transportation #107-8500-549-3110		(cc-Phil Mastrone 301-4400-539.3110)
EXTRA 5	MISC-DISASTER PREP		(JOE-001-5000-539-3110)
EXTRA 6	MISC-INFO TECH (IT-PRIOR TO 2/26/08 CONTRACT 07-1132)		
EXTRA 7	MISC- TOURIST BUREAU		
EXTRA 8	MISC-BROADCASTING (PRIOR TO 2/26/08 CONTRACT 07-1132)		
EXTRA 9	MISC-BEACHWALK (EXCEPT SURVEY SEE 07-1053) #301-4400-539-3110		
EXTRA 11	MISC-BUILDING CODE SVCS – 001-2500-524-3410 ↳ Bldg Official - STEVE UMAN ↳ Inspector -		
	DEPT. ACCT. # VARIOUS I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L. Word
Town Manager

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

TOWN OF SURFSIDE, FLORIDA

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into this 13th day of Nov., 2007, by and between the TOWN OF SURFSIDE, a Florida municipal corporation (the "TOWN"), and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation (the "CONTRACTOR").

WHEREAS, the TOWN is in need of a qualified consulting firm to act as the Town's Consulting, Planning, Engineering, Building and Code Compliance firm in a continuing contract for services, including but not limited to planning; GIS support/implementation of system; redevelopment efforts; disaster recovery; landscape architecture; engineering; building, including plan review, field inspections, on-call services and qualified Building Official; and code compliance services to include the provision of qualified Code Compliance Officers ("Professional Services"); and

WHEREAS, the TOWN, pursuant to a Request for Qualifications selected CONTRACTOR to perform the aforementioned services as an independent contractor to TOWN; and

WHEREAS, Calvin, Giordano & Associates, Inc., performs these services for many governmental entities, including other municipalities, and has offered to provide high-level services to the TOWN for a reasonable cost; and

WHEREAS, the TOWN and CONTRACTOR desire to enter into an agreement setting forth the terms and conditions upon which the aforementioned Professional Services will be provided by CONTRACTOR; and

WHEREAS, TOWN has followed the selection and negotiation process for all services that require compliance with the Florida Consultant's Competitive Negotiation Act (CCNA) (Chapter 287.055, Florida Statutes), as amended.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. INCORPORATION, CONVENIENCE AND INTENT

The foregoing recitations are true and correct and are hereby incorporated by reference. The parties acknowledge that professional engineering services, landscape architect services and surveying services all fall within the requirements of the Florida Consultant's Competitive Negotiation Act (CCNA), Chapter 287.005, Florida Statutes. The parties further acknowledge that for purposes of contract preparation and convenience, non-CCNA and CCNA services have been combined. As used in this Agreement, Professional Services, shall mean all services that CONTRACTOR is required to provide herein.

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR shall perform Professional Services for the TOWN consisting of the following: community development, planning & zoning, landscape architecture, general and municipal engineering, emergency management services and associated miscellaneous services.

2.1 PLANNING SERVICES

2.1.1 Comprehensive Planning

2.1.2 Community Development Director

The CONTRACTOR shall provide a Community Development Director to TOWN which shall be responsible for providing the following services:

- Provide information to the general public as it relates to all land development activities within the TOWN.
- Provide information to builders and developers as it relates to policies and procedures within the TOWN relative to land planning within the TOWN.
- Oversee the development, maintenance and updating of land use and zoning maps as required by local and state agencies.
- Attend all staff meetings, all Town Commission meetings and any workshops, at which attendance by the CONTRACTOR is deemed necessary by the Town Manager and attend all County and State agency meetings and forums as required by the Town Manager and report back to Town Manager regarding meeting agendas, goals and any relevant discussions.
- Supervise and coordinate the building permit process with respect to zoning and fire marshal review.
- Develop, establish and supervise the system for the issuance of certificates of use and occupational licenses.
- Act as liaison between the TOWN, County, South Florida Regional Planning Council and State Department of Community Affairs.
- Develop policies and procedures regarding all planning and zoning activities, and develop schedules and time frames for processing all land development activities (including, but not limited to rezoning).
- Provide information to Town Manager and Town Commissioners on all relevant and applicable planning issues.
- Provide all internal support services attendant to the above.
- Perform any and all related services required by this position.

Fixed Fee: **$7,500.00 per month**

2.1.3 Planning and Zoning Process

- Provide all staff services for Planning and Zoning Review Process.
- Provide and maintain a zoning ordinance, related documents and make recommendations the Town Manager regarding amendments to said ordinance.

- Provide and maintain a comprehensive plan and related documents.
- Perform any and all related services required for Planning and Zoning Services.

Fixed Fee: **$5,000.00 per month**

2.2 DESIGN SERVICES (LANDSCAPE ARCHITECTURE)

- CONTRACTOR shall provide the necessary personnel and equipment for special project design, permitting, inspections, special reports, studies, and other related services as required by the Town Manager on a project-by-project basis, for which CONTRACTOR shall submit a schedule of work to be performed.

Cost Proposal Hourly Fee: **A cost proposal in the form of a work authorization shall be submitted for each new project to the Town Manager. Any work performed due to the cost proposal shall be based upon CONTRACTOR's lowest hourly fee.**

2.3 CODE ENFORCEMENT/SPECIAL MASTER PROCESS ADMINISTRATION

- Provide administrative/management direction and oversight to field code enforcement staff and office support staff.
- Provide management, process and procedures for administration of the Special Master Process.
- Utilize "Inkforce" software system capable of generating and tracking all code violations and scheduling follow-up inspections as necessary. (software licenses and hardware available at additional cost)
- Perform any and all related services required by this position.

Fixed Fee: **$2,000.00 per month**

2.4 BUILDING CODE SERICES

- Provide Building Official, Plumbing, Electrical and Mechanical Plan Review and Inspection Services as required the Florida Building Code and Florida Statute
- Web based Building Department Software and support
- Provide Permit Technicians and Permit Administrators
- File Maintenance and organization
- Preparation of and filing of all required forms and documents
- The use of standardized checklists to minimize errors
- Maintenance of quantity and quality control through the utilization of software and comprehensive workflow systems
- Set turn around times for all project types will met, simple single discipline permits two days, single family residence 5 days, larger commercial projects 10 working days
- Expedited Plan Review for clients with scheduling issues.

The utilization of specific checklists for documentation and quality assurance

2.4.1 User Fee (Permit Fee) Based Compensation. Users of the Building Code Services Department shall pay Permit Fees and other Related fees according to the Fee Schedule in Exhibit "A". Contractor shall return to the TOWN 10% of the total revenues collected to cover the Town's administrative costs and other costs relating to the enforcement of the Florida Building Code on or about the 15th of the following month. The fee schedule may be adjusted annually by Resolution of the Town Commission in an amount equal the increase in the Consumer Price Index (CPI).

2.5 COMMUNITY SERVICES

A. Streets, Rights-of-Way and Facilities

- Contract administration for maintenance of public rights-of-way, landscaping and irrigation systems to provide safe and comfortable common grounds for the residents of TOWN.
- Contract administration for the construction, operation and maintenance of public facilities.
- Contract administration and coordination of sidewalk and streetlight maintenance for all public roadways to ensure safe passage throughout Surfside.
- Contract administration and oversight of the Town's solid waste/sanitation disposal operations.
- Recommend, develop and implement capital improvement plan for the Town.
- Provide contract administration and assist in seeking local, state and federal grants for improvements to the public works within TOWN.
- Perform any and all related services required by the Town Manager.

B. General and Municipal Engineering

- Administer the Town's NPDES/Stormwater Master Plan programs
- Manage traffic ways improvement projects/contracts implemented by the Town
- Oversee the operation and maintenance of water, wastewater, and stormwater utilities
- Perform related services as required by the Town Manager

Fixed Fee: $12,000.00 per month

2.6 TOWN WEBSITE

Host and maintain the Surfside website containing TOWN contact information, statistics, history, departmental and facility descriptions, Commission meeting schedules, meeting agendas, agenda packages, minutes, Town Codes and other data as requested by the Town Manager.

Fixed Fee: $1,000 per month for website hosting

2.7 EMERGENCY MANAGEMENT SERVICES

- Attend emergency management related meetings including the Local Mitigation Strategy Committee, emergency managers meetings, area meetings, and others as directed
- Participate in relevant training and exercises to inject the interests of the TOWN.

- Maintain and update plans, policies and procedures to maintain compliance and ensure rosters, MOUs, and contracts are current
- Monitor legal and regulatory changes impacting the TOWN's emergency management program
- Respond to inquiries regarding emergency management, evacuation and related issues

Fixed Fee: $1000 per month

2.8 ADDITIONAL MISCELLANEOUS SERVICES

In addition to the fee contracts listed above, the CONTRACTOR will also provide additional services on an hourly basis as required by the Town Manager, including, but not limited to, engineering, traffic engineering, landscape architect services, and survey services (CCNA services); as well as any other services requested by the TOWN.

Hourly Fee: See professional fee schedule attached as Exhibit "A"

SECTION 3. FEES FOR SERVICES

3.1 CONTRACTOR shall submit monthly invoices for compensation, but only after the services for which the invoices are submitted have been completed and shall submit with such invoice a detailed breakdown, indicating each task performed, person performing the work and time allocated to each task. This breakdown shall be supplied for all work performed by CONTRACTOR, whether fixed fee or hourly.

3.2 CONTRACTOR shall assign all work for which there is a cost recovery account to that account, at the hourly rates set forth in Exhibit "A." Any amounts assigned to cost recovery accounts that relate to fixed fee matters will be credited against the fixed fee amounts.

3.3 TOWN shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

3.4 Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONTRACTOR. When the above reasons for withholding payments are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by TOWN.

3.5 The fixed fees contained herein are based upon the amount of land development activity that has occurred in the past and will likely occur in the future for a period of three (3) years from the effective date of this Agreement.

3.6 All fixed and hourly fees will be increased by three percent (3%) on each anniversary date of this Agreement.

SECTION 4. TERM/TERMINATION

4.1 TERM OF AGREEMENT – This Agreement shall commence on the date that this agreement is approved by the is fully executed by all parties and shall continue in full force and effect unless and until it is terminated as provided below.

4.2 TERMINATION – Without Cause – This Agreement may be terminated by TOWN for any reason or no reason upon thirty (30) calendar days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

4.3 TERMINATION – With Cause – This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONTRACTOR abandons this Agreement or causes it to be terminated by TOWN, CONTRACTOR shall indemnify TOWN against loss pertaining to this termination, including, but not limited to, reasonable costs incurred in transition to a replacement CONTRACTOR.

4.4 TERMINATION – Transfer of Ownership – This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the CONTRACTOR. CONTRACTOR shall notify Town Manager at least ten (10) business days before any such change in ownership of CONTRACTOR.

4.5 Upon termination, CONTRACTOR shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. It shall also reasonably assist the TOWN and any replacement CONTRACTORs in the transition, including taking any acts necessary to allow the transfer of the GIS system.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

a. CONTRACTOR has not performed services on a timely basis;
b. CONTRACTOR has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
c. CONTRACTOR has failed to obtain the approval of the TOWN where required by this Agreement;
d. CONTRACTOR has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

5.2. In the event CONTRACTOR fails to comply with the provisions of this Agreement, the TOWN may declare the CONTRACTOR in default and notify the CONTRACTOR in writing. In the event payment has been made for such professional services not completed, the CONTRACTOR shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time, pursuant to Section 4 above, and its right for damages under Section 5.3.

5.3. In an Event of Default by the CONTRACTOR, it shall be liable for all damages resulting from the default.

5.4. The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

SECTION 6. STATUS REPORTS AND UPDATES

On or before the first day of every month, CONTRACTOR shall prepare and deliver to the Town Manager status reports showing the status of all pending work authorizations and projects related to this Agreement.

SECTION 7. HOURS OF OPERATION

CONTRACTOR shall maintain fully staffed business hours equal to, but not less than, the Town's business hours of 8 AM to 5 PM, Monday through Friday, with the following holidays accepted:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

SECTION 8. POLICY OF NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION 9. DRUG FREE WORKPLACE

CONTRACTOR shall maintain a Drug Free Workplace.

SECTION 10. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. Personal services provided by CONTRACTOR shall be by employees of CONTRACTOR and subject to supervision by CONTRACTOR, and not as officers or employees of TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR.

SECTION 11. ASSIGNMENT

Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR, without the prior written consent of the Town Manager.

SECTION 12. CONFLICTS OF INTEREST

12.1 CONTRACTOR shall not perform any services for any private sector clients (including, but not limited to, developers, corporations, real estate investors, etc.) on projects within the jurisdictional boundaries of the TOWN.

12.2 CONTRACTOR acknowledges that, in the course of performing the services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the TOWN and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to CONTRACTOR or of which CONTRACTOR may otherwise become aware are and shall be and remain the confidential information of the TOWN ("Confidential Information"), unless otherwise deemed "public" by law. The CONTRACTOR will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. CONTRACTOR further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the TOWN or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). CONTRACTOR affirms that it will not disclose such information and that if it determines that there could be a conflict, or potential conflict of interest, CONTRACTOR and/or its agents will immediately advise the Town Manager.

12.3 CONTRACTOR shall not review or perform any services regarding any application made by any client of CONTRACTOR, even if the services CONTRACTOR performs for such client are unrelated to the TOWN. In such instance, CONTRACTOR shall disclose the relationship immediately to the Town Manager, who may retain an alternate CONTRACTOR for those services. If the services relate to a fixed fee service, the fees for the alternate CONTRACTOR shall be deducted from the fixed fee paid to CONTRACTOR.

12.4 Neither CONTRACTOR nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment related to its performance under this Agreement.

12.5 CONTRACTOR shall immediately notify TOWN if any public records are requested of CONTRACTOR and/or if issues are discovered by CONTRACTOR that may adversely impact TOWN.

12.6 CONTRACTOR further agrees to use best efforts to maintain open, honest and direct communication with the Town Manager and Town Attorney in the performance of services required pursuant to this Agreement.

SECTION 13. INDEMNIFICATION

13.1 CONTRACTOR shall indemnify, defend and hold harmless TOWN, its officials, appointed officers, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there from, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement.

13.2 CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 14, Insurance.

13.3 CONTRACTOR shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

SECTION 14. INSURANCE

14.1 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurances required pursuant to the Request for Qualifications. Proof of all insurance policies shall be approved by the Town Manager. CONTRACTOR shall not allow any Subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.2 CONTRACTOR shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with the policy limits outlined below:

- Workers' Compensation Insurance – as required by law.
- Employer's Liability Insurance - $1,000,000 per occurrence.
- Professional Liability Insurance – $1,000,000 per occurrence, $5,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed $100,000.00 per claim.

- Automobile Liability Insurance - $500,000 per occurrence, $500,000 per accident for bodily injury and $500,000 per accident for property damage.

The successful proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the TOWN of Surfside as additional insured and deductibles for each coverage at amounts approved by the Town Manager. CONTRACTOR shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date of execution of this Agreement. Upon request of TOWN, CONTRACTOR shall make available for inspection copies of any claims filed or made against any policy during the policy term. CONTRACTOR shall additionally notify TOWN, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of $250,000 during the policy term. The Town Manager may require any other insurance coverage it deems necessary depending upon the exposures.

14.3 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Town Manager or designee prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, with financial ratings acceptable to the Town Manager. The TOWN shall be named as an additional insured on all insurance policies.

14.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

SECTION 15. REPRESENTATIVE OF TOWN AND CONTRACTOR

15.1 It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONTRACTOR designates George Keller as the representative of CONTRACTOR to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

15.2 The parties recognize that George Keller's long history with CONTRACTOR and the South Florida community is a material inducement to the TOWN entering into this Agreement. Accordingly, unless excused by the Town Manager, George Keller shall personally attend weekly staff meetings and all regular Commission Meetings.

15.3 The Town Manager shall have the right to require CONTRACTOR to change any personnel working on TOWN projects upon providing CONTRACTOR with a ten (10) day written notice.

SECTION 16. COSTS AND ATTORNEY'S FEES

If either TOWN or CONTRACTOR is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 17. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONTRACTOR:

Dennis J. Giordano, President
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Telephone: (954) 921-7791
Facsimile: (954) 921-8807

FOR TOWN:

W.D. Higginbotham, Town Manager
Town of Surfside
9293 Harding Street
Surfside, Florida 33154
Telephone: (305) 993-1051
Facsimile: (305) 993-5097

With Copy to:

Lynn Dannheisser, Esq.
Town Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 18. RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE

18.1 Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

18.2 Rights in Data. Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of TOWN and TOWN shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONTRACTOR. TOWN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

18.3 Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such

copyright protection is available for the Town. CONTRACTOR shall not include in the data any copyrighted matter unless CONTRACTOR obtains the written approval of the Town Manager and provides said Town Manager with written permission of the copyright owner for CONTRACTOR to use such copyrighted matter in the manner provide herein.

18.4 If this Agreement is terminated for any reason prior to completion of the work, the TOWN may, in its discretion, use any design and documents prepared hereunder.

SECTION 19. SUBCONTRACTORS

Subcontractors, if needed, shall be subject to the prior written approval of the Town Manager.

SECTION 20. COMPLIANCE WITH LAWS

CONTRACTOR shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

SECTION 21. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

SECTION 22. OWNERSHIP OF DOCUMENTS

CONTRACTOR understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONTRACTOR or which is otherwise obtained or prepared by CONTRACTOR under the terms of this Agreement is and shall at all times remain the property of the TOWN. CONTRACTOR agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his sole discretion.

SECTION 23. AUDIT AND INSPECTION RIGHTS

23.1 The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONTRACTOR under this Agreement, audit, or cause to be audited, those books and records of CONTRACTOR that are related to CONTRACTOR's performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

23.2 The TOWN may, at reasonable times during the term hereof, inspect CONTRACTOR's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONTRACTOR under this Agreement conform to the terms of this Agreement. CONTRACTOR shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

SECTION 24. WARRANTIES OF CONTRACTOR

The CONTRACTOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 25. PUBLIC RECORDS

CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosure under applicable law. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the TOWN.

SECTION 26. NO CONTINGENT FEES

The CONTRACTOR (for all services secured pursuant to CCNA, Chapter 287.055, Florida Statutes) warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gist, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 27. GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

SECTION 28. HEADINGS

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

SECTION 29. SEVERABILITY

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

SECTION 30. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

SECTION 31. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32. SURVIVAL OF PROVISIONS

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

SECTION 33. ENTIRE AGREEMENT

33.1 This Agreement and its attachments constitute the entire agreement between CONTRACTOR and TOWN, and all negotiations and oral understandings between the parties are merged herein.

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

SECTION 34. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

SECTION 35. CONTENT OF THE REQUEST FOR PROPOSAL

The content of relevant provisions of the Request for Qualifications (RFQ) are hereby incorporated by reference into this Agreement and is attached as Exhibit "B."

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Services Agreement on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its mayor, authorized to execute same by Commission action on the 13th day of Nov., 2007; and Dennis J. Giordano authorized to execute same.

TOWN OF SURFSIDE, through its Town Commission

By: _____, Mayor

27th day of November, 2007

ATTEST:

_____, Town Clerk

Approved as to form and legality by Office of the Town Attorney

By: _____, Town Attorney

27 day of Nov., 2007

_____, Town Manager

27th day of November, 2007

(TOWN SEAL)

CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation

By: _____
Dennis J. Giordano, President

Witness:

Jacqueline Chavez
Print Name

Jana Glass
Print Name

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	200.00

Executive Assistant	70.00

ENGINEERING

Associate, Engineering (VI)	175.00
Director, Engineering (V)	150.00
Project Manager (IV)	130.00
Resident Inspector	120.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	85.00
Senior CADD Technician Manager	100.00
CADD Technician	80.00
Traffic Technician	75.00
Permit Administrator	75.00
Clerical	70.00

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	150.00
GIS Coordinator	130.00
GIS Specialist	110.00
Multi-Media 3D Developer	90.00
GIS Technician	80.00
Sr. Applications Developer	
Private	160.00
Public	160.00
Applications Developer	
Private	120.00
Public	120.00
Network Engineer	130.00

CONSTRUCTION

Associate, Construction	150.00
Construction Management Director	120.00
Senior Inspector	90.00

EMERGENCY MANAGEMENT

Director	130.00
Planner	90.00
Jr. Planner	75.00

PLANNING

Associate, Planning	150.00
Director of Planning	130.00
Planning Administrator	120.00
Assistant Director	110.00
Planner	90.00
Jr. Planner	75.00

EXPERT WITNESS

Principal/Associate	300.00
Registered Engineer/Surveyor	250.00
Project Engineer	200.00

LANDSCAPE ARCHITECT

Associate, Landscape	150.00
Senior Landscape Architect	115.00
Environmental Administrator	110.00
Landscape Architect	100.00
Environmental Specialist	90.00
Landscape CADD Technician	80.00
Environmental Assistant	70.00

SURVEYING

Associate, Surveying	160.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	140.00
Survey Crew	125.00
Senior Registered Surveyor	130.00
Survey Coordinator	85.00
CADD Technician	80.00
Submeter G.P.S	65.00

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	100.00
Environmental Scientist	85.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.6807
www.calvin-giordano.com

http://cgasp01/cga_intranet/Documents/Prof Fee Schedule eff July 2006.doc

Effective July 1, 2006

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,001

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 11/13/2007 **CGA PROJECT NUMBER** 07-1

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
GENERAL SERVICES AGREEMENT	COMMUNITY DEVELOPMENT DIRECTOR **AS PER GENERAL SERVICES AGREEMENT** BUDGET REPRESENTS 10 ½ MONTHS THRU 9/30/08 DEPT. Legislative / Planning ACCT. # 001-1000-515-3109 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD	$7,500.00 PER MONTH	$78,750.00

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L Word
Town Manager

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR shall perform Professional Services for the TOWN consisting of the following: community development, planning & zoning, landscape architecture, general and municipal engineering, emergency management services and associated miscellaneous services.

2.1 COMMUNITY DEVELOPMENT DIRECTOR

The CONTRACTOR shall provide a Community Development Director to TOWN which shall be responsible for providing the following services:

- Provide information to the general public as it relates to all land development activities within the TOWN.
- Provide information to builders and developers as it relates to policies and procedures within the TOWN relative to land planning within the TOWN.
- Oversee the development, maintenance and updating of land use and zoning maps as required by local and state agencies.
- Attend all staff meetings, all Town Commission meetings and any workshops, at which attendance by the CONTRACTOR is deemed necessary by the Town Administrator and attend all County and State agency meetings and forums as required by the Town Administrator and report back to Town Administrator regarding meeting agendas, goals and any relevant discussions.
- Supervise and coordinate the building permit process with respect to zoning and fire marshal review.
- Develop, establish and supervise the system for the issuance of certificates of use and occupational licenses.
- Act as liaison between the TOWN, County, South Florida Regional Planning Council and State Department of Community Affairs.
- Develop policies and procedures regarding all planning and zoning activities, and develop schedules and time frames for processing all land development activities (including, but not limited to rezoning).
- Provide information to Town Administrator and Town Commissioners on all relevant and applicable planning issues.
- Provide all internal support services attendant to the above.
- Perform any and all related services required by this position.

Fixed Fee: **$7,500.00 per month** **001-5000-539-31-00**

2.2 PLANNING and ZONING PROCESS

- Provide all staff services for Planning and Zoning Review Process.
- Provide and maintain a zoning ordinance, related documents and make recommendations the Town Administrator regarding amendments to said ordinance.
- Provide and maintain a comprehensive plan and related documents.
- Perform any and all related services required for Planning and Zoning Services.

Fixed Fee: **$5,000.00 per month** **001-1000-515-49-00**

2.3 DESIGN SERVICES (LANDSCAPE ARCHITECTURE)

- CONTRACTOR shall provide the necessary personnel and equipment for special project design, permitting, inspections, special reports, studies, and other related services as required by the Town Administrator on a project-by-project basis, for which CONTRACTOR shall submit a schedule of work to be performed.

Cost Proposal Hourly Fee: **A cost proposal in the form of a work authorization shall be submitted for each new project to the Town Administrator. Any work performed due to the cost proposal shall be based upon CONTRACTOR's lowest hourly fee.**

2.4 CODE ENFORCEMENT/SPECIAL MASTER PROCESS ADMINISTRATION

Do not pay

- Provide administrative/management direction and oversight to field code enforcement staff and office support staff.
- Provide management, process and procedures for administration of the Special Master Process.
- Utilize "Inkforce" software system capable of generating and tracking all code violations and scheduling follow-up inspections as necessary. (software licenses and hardware available at additional cost)
- Perform any and all related services required by this position.

Fixed Fee: **$2,000.00 per month** **001-2000-524-43-12**

2.5 COMMUNITY SERVICES

A. Streets, Rights-of-Way and Facilities

- Contract administration for maintenance of public rights-of-way, landscaping and irrigation systems to provide safe and comfortable common grounds for the residents of TOWN.
- Contract administration for the construction, operation and maintenance of public facilities.
- Contract administration and coordination of sidewalk and streetlight maintenance for all public roadways to ensure safe passage throughout Surfside.
- Contract administration and oversight of the Town's solid waste/sanitation disposal operations.
- Recommend, develop and implement capital improvement plan for the Town.
- Provide contract administration and assist in seeking local, state and federal grants for improvements to the public works within TOWN.
- Perform any and all related services required by the Town Administrator.

B. General and Municipal Engineering

- Administer the Town's NPDES/Stormwater Master Plan programs
- Manage traffic ways improvement projects/contracts implemented by the Town
- Oversee the operation and maintenance of water, wastewater, and stormwater utilities
- Perform related services as required by the Town Administrator

Fixed Fee: $12,000.00 per month B

	MONTH X 12			
12,000	MO	$144,000.00		
WATER & SEWER	42%	$60,480.00	401-9900-536-31-01	W&S Professional Fee's
STORM WATER	21%	$30,240.00	404-5500-588.31-01	Stormwater Professional Fee's
SOLID WASTE	12.5%	$18,000.00	403-4000-534.31.02	Professional Services
PUBLIC WORK	12.5%	$18,000.00	001-5000-539-31-01	Professional Services
TRANSPORTATION	12.0%	$17,280.00	107-8500-539-31-01	Professional Services
	100%	$144,000.00		

2.6 TOWN WEBSITE

Host and maintain the Surfside website containing Town contact information, statistics, history, departmental and facility descriptions, Commission meeting schedules, meeting agendas, agenda packages, minutes, Town Codes and other data as requested by the Town Administrator.

~~Fixed Fee: $1,000 per month for website hosting~~ **001-2000-512.31-00**

2.7 EMERGENCY MANAGEMENT SERVICES

- Attend emergency management related meetings including the Local Mitigation Strategy Committee, emergency managers meetings, area meetings, and others as directed
- Participate in relevant training and exercises to inject the interests of the City.
- Maintain and update plans, policies and procedures to maintain compliance and ensure rosters, MOUs, and contracts are current
- Monitor legal and regulatory changes impacting the city's emergency management program
- Respond to inquiries regarding emergency management, evacuation and related issues

Fixed Fee: $1000 per month 001-1000-515-49-00

2.8 ADDITIONA MISCELLANEOUS SERVICES

In addition to the fee contracts listed above, the CONTRACTOR will also provide additional services on an hourly basis as required by the Town Administrator, including, but not limited to, engineering, traffic engineering, landscape architect services, and survey services (CCNA services); as well as any other services requested by the Town.

Hourly Fee: See professional fee schedule attached as Exhibit "A"

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

TOWN OF SURFSIDE, FLORIDA

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into this 13th day of Nov., 2007, by and between the TOWN OF SURFSIDE, a Florida municipal corporation (the "TOWN"), and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation (the "CONTRACTOR").

WHEREAS, the TOWN is in need of a qualified consulting firm to act as the Town's Consulting, Planning, Engineering, Building and Code Compliance firm in a continuing contract for services, including but not limited to planning; GIS support/implementation of system; redevelopment efforts; disaster recovery; landscape architecture; engineering; building, including plan review, field inspections, on-call services and qualified Building Official; and code compliance services to include the provision of qualified Code Compliance Officers ("Professional Services"); and

WHEREAS, the TOWN, pursuant to a Request for Qualifications selected CONTRACTOR to perform the aforementioned services as an independent contractor to TOWN; and

WHEREAS, Calvin, Giordano & Associates, Inc., performs these services for many governmental entities, including other municipalities, and has offered to provide high-level services to the TOWN for a reasonable cost; and

WHEREAS, the TOWN and CONTRACTOR desire to enter into an agreement setting forth the terms and conditions upon which the aforementioned Professional Services will be provided by CONTRACTOR; and

WHEREAS, TOWN has followed the selection and negotiation process for all services that require compliance with the Florida Consultant's Competitive Negotiation Act (CCNA) (Chapter 287.055, Florida Statutes), as amended.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. INCORPORATION, CONVENIENCE AND INTENT

The foregoing recitations are true and correct and are hereby incorporated by reference. The parties acknowledge that professional engineering services, landscape architect services and surveying services all fall within the requirements of the Florida Consultant's Competitive Negotiation Act (CCNA), Chapter 287.005, Florida Statutes. The parties further acknowledge that for purposes of contract preparation and convenience, non-CCNA and CCNA services have been combined. As used in this Agreement, Professional Services, shall mean all services that CONTRACTOR is required to provide herein.

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR shall perform Professional Services for the TOWN consisting of the following: community development, planning & zoning, landscape architecture, general and municipal engineering, emergency management services and associated miscellaneous services.

2.1 PLANNING SERVICES

2.1.1 Comprehensive Planning

2.1.2 Community Development Director

The CONTRACTOR shall provide a Community Development Director to TOWN which shall be responsible for providing the following services:

- Provide information to the general public as it relates to all land development activities within the TOWN.
- Provide information to builders and developers as it relates to policies and procedures within the TOWN relative to land planning within the TOWN.
- Oversee the development, maintenance and updating of land use and zoning maps as required by local and state agencies.
- Attend all staff meetings, all Town Commission meetings and any workshops, at which attendance by the CONTRACTOR is deemed necessary by the Town Manager and attend all County and State agency meetings and forums as required by the Town Manager and report back to Town Manager regarding meeting agendas, goals and any relevant discussions.
- Supervise and coordinate the building permit process with respect to zoning and fire marshal review.
- Develop, establish and supervise the system for the issuance of certificates of use and occupational licenses.
- Act as liaison between the TOWN, County, South Florida Regional Planning Council and State Department of Community Affairs.
- Develop policies and procedures regarding all planning and zoning activities, and develop schedules and time frames for processing all land development activities (including, but not limited to rezoning).
- Provide information to Town Manager and Town Commissioners on all relevant and applicable planning issues.
- Provide all internal support services attendant to the above.
- Perform any and all related services required by this position.

Fixed Fee: **$7,500.00 per month**

2.1.3 Planning and Zoning Process

- Provide all staff services for Planning and Zoning Review Process.
- Provide and maintain a zoning ordinance, related documents and make recommendations the Town Manager regarding amendments to said ordinance.

- Provide and maintain a comprehensive plan and related documents.
- Perform any and all related services required for Planning and Zoning Services.

Fixed Fee: **$5,000.00 per month**

2.2 DESIGN SERVICES (LANDSCAPE ARCHITECTURE)

- CONTRACTOR shall provide the necessary personnel and equipment for special project design, permitting, inspections, special reports, studies, and other related services as required by the Town Manager on a project-by-project basis, for which CONTRACTOR shall submit a schedule of work to be performed.

Cost Proposal Hourly Fee: **A cost proposal in the form of a work authorization shall be submitted for each new project to the Town Manager. Any work performed due to the cost proposal shall be based upon CONTRACTOR's lowest hourly fee.**

2.3 CODE ENFORCEMENT/SPECIAL MASTER PROCESS ADMINISTRATION

- Provide administrative/management direction and oversight to field code enforcement staff and office support staff.
- Provide management, process and procedures for administration of the Special Master Process.
- Utilize "Inkforce" software system capable of generating and tracking all code violations and scheduling follow-up inspections as necessary. (software licenses and hardware available at additional cost)
- Perform any and all related services required by this position.

Fixed Fee: **$2,000.00 per month**

2.4 BUILDING CODE SERICES

- Provide Building Official, Plumbing, Electrical and Mechanical Plan Review and Inspection Services as required the Florida Building Code and Florida Statute
- Web based Building Department Software and support
- Provide Permit Technicians and Permit Administrators
- File Maintenance and organization
- Preparation of and filing of all required forms and documents
- The use of standardized checklists to minimize errors
- Maintenance of quantity and quality control through the utilization of software and comprehensive workflow systems
- Set turn around times for all project types will met, simple single discipline permits two days, single family residence 5 days, larger commercial projects 10 working days
- Expedited Plan Review for clients with scheduling issues.

The utilization of specific checklists for documentation and quality assurance

2.4.1 User Fee (Permit Fee) Based Compensation. Users of the Building Code Services Department shall pay Permit Fees and other Related fees according to the Fee Schedule in Exhibit "A". Contractor shall return to the TOWN 10% of the total revenues collected to cover the Town's administrative costs and other costs relating to the enforcement of the Florida Building Code on or about the 15th of the following month. The fee schedule may be adjusted annually by Resolution of the Town Commission in an amount equal the increase in the Consumer Price Index (CPI).

2.5 COMMUNITY SERVICES

A. Streets, Rights-of-Way and Facilities

- Contract administration for maintenance of public rights-of-way, landscaping and irrigation systems to provide safe and comfortable common grounds for the residents of TOWN.
- Contract administration for the construction, operation and maintenance of public facilities.
- Contract administration and coordination of sidewalk and streetlight maintenance for all public roadways to ensure safe passage throughout Surfside.
- Contract administration and oversight of the Town's solid waste/sanitation disposal operations.
- Recommend, develop and implement capital improvement plan for the Town.
- Provide contract administration and assist in seeking local, state and federal grants for improvements to the public works within TOWN.
- Perform any and all related services required by the Town Manager.

B. General and Municipal Engineering

- Administer the Town's NPDES/Stormwater Master Plan programs
- Manage traffic ways improvement projects/contracts implemented by the Town
- Oversee the operation and maintenance of water, wastewater, and stormwater utilities
- Perform related services as required by the Town Manager

Fixed Fee: $12,000.00 per month

2.6 TOWN WEBSITE

Host and maintain the Surfside website containing TOWN contact information, statistics, history, departmental and facility descriptions, Commission meeting schedules, meeting agendas, agenda packages, minutes, Town Codes and other data as requested by the Town Manager.

Fixed Fee: $1,000 per month for website hosting

2.7 EMERGENCY MANAGEMENT SERVICES

- Attend emergency management related meetings including the Local Mitigation Strategy Committee, emergency managers meetings, area meetings, and others as directed
- Participate in relevant training and exercises to inject the interests of the TOWN.

- Maintain and update plans, policies and procedures to maintain compliance and ensure rosters, MOUs, and contracts are current
- Monitor legal and regulatory changes impacting the TOWN's emergency management program
- Respond to inquiries regarding emergency management, evacuation and related issues

Fixed Fee: $1000 per month

2.8 ADDITIONAL MISCELLANEOUS SERVICES

In addition to the fee contracts listed above, the CONTRACTOR will also provide additional services on an hourly basis as required by the Town Manager, including, but not limited to, engineering, traffic engineering, landscape architect services, and survey services (CCNA services); as well as any other services requested by the TOWN.

Hourly Fee: See professional fee schedule attached as Exhibit "A"

SECTION 3. FEES FOR SERVICES

3.1 CONTRACTOR shall submit monthly invoices for compensation, but only after the services for which the invoices are submitted have been completed and shall submit with such invoice a detailed breakdown, indicating each task performed, person performing the work and time allocated to each task. This breakdown shall be supplied for all work performed by CONTRACTOR, whether fixed fee or hourly.

3.2 CONTRACTOR shall assign all work for which there is a cost recovery account to that account, at the hourly rates set forth in Exhibit "A." Any amounts assigned to cost recovery accounts that relate to fixed fee matters will be credited against the fixed fee amounts.

3.3 TOWN shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

3.4 Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONTRACTOR. When the above reasons for withholding payments are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by TOWN.

3.5 The fixed fees contained herein are based upon the amount of land development activity that has occurred in the past and will likely occur in the future for a period of three (3) years from the effective date of this Agreement.

3.6 All fixed and hourly fees will be increased by three percent (3%) on each anniversary date of this Agreement.

SECTION 4. TERM/TERMINATION

4.1 TERM OF AGREEMENT – This Agreement shall commence on the date that this agreement is approved by the is fully executed by all parties and shall continue in full force and effect unless and until it is terminated as provided below.

4.2 TERMINATION – Without Cause – This Agreement may be terminated by TOWN for any reason or no reason upon thirty (30) calendar days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

4.3 TERMINATION – With Cause – This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONTRACTOR abandons this Agreement or causes it to be terminated by TOWN, CONTRACTOR shall indemnify TOWN against loss pertaining to this termination, including, but not limited to, reasonable costs incurred in transition to a replacement CONTRACTOR.

4.4 TERMINATION – Transfer of Ownership – This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the CONTRACTOR. CONTRACTOR shall notify Town Manager at least ten (10) business days before any such change in ownership of CONTRACTOR.

4.5 Upon termination, CONTRACTOR shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. It shall also reasonably assist the TOWN and any replacement CONTRACTORs in the transition, including taking any acts necessary to allow the transfer of the GIS system.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

a. CONTRACTOR has not performed services on a timely basis;
b. CONTRACTOR has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
c. CONTRACTOR has failed to obtain the approval of the TOWN where required by this Agreement;
d. CONTRACTOR has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

5.2. In the event CONTRACTOR fails to comply with the provisions of this Agreement, the TOWN may declare the CONTRACTOR in default and notify the CONTRACTOR in writing. In the event payment has been made for such professional services not completed, the CONTRACTOR shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time, pursuant to Section 4 above, and its right for damages under Section 5.3.

5.3. In an Event of Default by the CONTRACTOR, it shall be liable for all damages resulting from the default.

5.4. The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

SECTION 6. STATUS REPORTS AND UPDATES

On or before the first day of every month, CONTRACTOR shall prepare and deliver to the Town Manager status reports showing the status of all pending work authorizations and projects related to this Agreement.

SECTION 7. HOURS OF OPERATION

CONTRACTOR shall maintain fully staffed business hours equal to, but not less than, the Town's business hours of 8 AM to 5 PM, Monday through Friday, with the following holidays accepted:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

SECTION 8. POLICY OF NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION 9. DRUG FREE WORKPLACE

CONTRACTOR shall maintain a Drug Free Workplace.

SECTION 10. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. Personal services provided by CONTRACTOR shall be by employees of CONTRACTOR and subject to supervision by CONTRACTOR, and not as officers or employees of TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR.

SECTION 11. ASSIGNMENT

Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR, without the prior written consent of the Town Manager.

SECTION 12. CONFLICTS OF INTEREST

12.1 CONTRACTOR shall not perform any services for any private sector clients (including, but not limited to, developers, corporations, real estate investors, etc.) on projects within the jurisdictional boundaries of the TOWN.

12.2 CONTRACTOR acknowledges that, in the course of performing the services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the TOWN and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to CONTRACTOR or of which CONTRACTOR may otherwise become aware are and shall be and remain the confidential information of the TOWN ("Confidential Information"), unless otherwise deemed "public" by law. The CONTRACTOR will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. CONTRACTOR further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the TOWN or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). CONTRACTOR affirms that it will not disclose such information and that if it determines that there could be a conflict, or potential conflict of interest, CONTRACTOR and/or its agents will immediately advise the Town Manager.

12.3 CONTRACTOR shall not review or perform any services regarding any application made by any client of CONTRACTOR, even if the services CONTRACTOR performs for such client are unrelated to the TOWN. In such instance, CONTRACTOR shall disclose the relationship immediately to the Town Manager, who may retain an alternate CONTRACTOR for those services. If the services relate to a fixed fee service, the fees for the alternate CONTRACTOR shall be deducted from the fixed fee paid to CONTRACTOR.

12.4 Neither CONTRACTOR nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment related to its performance under this Agreement.

12.5 CONTRACTOR shall immediately notify TOWN if any public records are requested of CONTRACTOR and/or if issues are discovered by CONTRACTOR that may adversely impact TOWN.

12.6 CONTRACTOR further agrees to use best efforts to maintain open, honest and direct communication with the Town Manager and Town Attorney in the performance of services required pursuant to this Agreement.

SECTION 13. INDEMNIFICATION

13.1 CONTRACTOR shall indemnify, defend and hold harmless TOWN, its officials, appointed officers, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there from, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement.

13.2 CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 14, Insurance.

13.3 CONTRACTOR shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

SECTION 14. INSURANCE

14.1 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurances required pursuant to the Request for Qualifications. Proof of all insurance policies shall be approved by the Town Manager. CONTRACTOR shall not allow any Subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.2 CONTRACTOR shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with the policy limits outlined below:

- Workers' Compensation Insurance – as required by law.
- Employer's Liability Insurance - $1,000,000 per occurrence.
- Professional Liability Insurance – $1,000,000 per occurrence, $5,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed $100,000.00 per claim.

- Automobile Liability Insurance - $500,000 per occurrence, $500,000 per accident for bodily injury and $500,000 per accident for property damage.

The successful proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the TOWN of Surfside as additional insured and deductibles for each coverage at amounts approved by the Town Manager. CONTRACTOR shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date of execution of this Agreement. Upon request of TOWN, CONTRACTOR shall make available for inspection copies of any claims filed or made against any policy during the policy term. CONTRACTOR shall additionally notify TOWN, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of $250,000 during the policy term. The Town Manager may require any other insurance coverage it deems necessary depending upon the exposures.

14.3 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Town Manager or designee prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, with financial ratings acceptable to the Town Manager. The TOWN shall be named as an additional insured on all insurance policies.

14.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

SECTION 15. REPRESENTATIVE OF TOWN AND CONTRACTOR

15.1 It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONTRACTOR designates George Keller as the representative of CONTRACTOR to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

15.2 The parties recognize that George Keller's long history with CONTRACTOR and the South Florida community is a material inducement to the TOWN entering into this Agreement. Accordingly, unless excused by the Town Manager, George Keller shall personally attend weekly staff meetings and all regular Commission Meetings.

15.3 The Town Manager shall have the right to require CONTRACTOR to change any personnel working on TOWN projects upon providing CONTRACTOR with a ten (10) day written notice.

SECTION 16. COSTS AND ATTORNEY'S FEES

If either TOWN or CONTRACTOR is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 17. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONTRACTOR:

Dennis J. Giordano, President
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Telephone: (954) 921-7791
Facsimile: (954) 921-8807

FOR TOWN:

W.D. Higginbotham, Town Manager
Town of Surfside
9293 Harding Street
Surfside, Florida 33154
Telephone: (305) 993-1051
Facsimile: (305) 993-5097

With Copy to:

Lynn Dannheisser, Esq.
Town Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 18. RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE

18.1 Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

18.2 Rights in Data. Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of TOWN and TOWN shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONTRACTOR. TOWN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

18.3 Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such

copyright protection is available for the Town. CONTRACTOR shall not include in the data any copyrighted matter unless CONTRACTOR obtains the written approval of the Town Manager and provides said Town Manager with written permission of the copyright owner for CONTRACTOR to use such copyrighted matter in the manner provide herein.

18.4 If this Agreement is terminated for any reason prior to completion of the work, the TOWN may, in its discretion, use any design and documents prepared hereunder.

SECTION 19. SUBCONTRACTORS

Subcontractors, if needed, shall be subject to the prior written approval of the Town Manager.

SECTION 20. COMPLIANCE WITH LAWS

CONTRACTOR shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

SECTION 21. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

SECTION 22. OWNERSHIP OF DOCUMENTS

CONTRACTOR understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONTRACTOR or which is otherwise obtained or prepared by CONTRACTOR under the terms of this Agreement is and shall at all times remain the property of the TOWN. CONTRACTOR agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his sole discretion.

SECTION 23. AUDIT AND INSPECTION RIGHTS

23.1 The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONTRACTOR under this Agreement, audit, or cause to be audited, those books and records of CONTRACTOR that are related to CONTRACTOR's performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

23.2 The TOWN may, at reasonable times during the term hereof, inspect CONTRACTOR's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONTRACTOR under this Agreement conform to the terms of this Agreement. CONTRACTOR shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

SECTION 24. WARRANTIES OF CONTRACTOR

The CONTRACTOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 25. PUBLIC RECORDS

CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosure under applicable law. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the TOWN.

SECTION 26. NO CONTINGENT FEES

The CONTRACTOR (for all services secured pursuant to CCNA, Chapter 287.055, Florida Statutes) warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gist, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 27. GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

SECTION 28. HEADINGS

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

SECTION 29. SEVERABILITY

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

SECTION 30. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

SECTION 31. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32. SURVIVAL OF PROVISIONS

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

SECTION 33. ENTIRE AGREEMENT

33.1 This Agreement and its attachments constitute the entire agreement between CONTRACTOR and TOWN, and all negotiations and oral understandings between the parties are merged herein.

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

SECTION 34. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

SECTION 35. CONTENT OF THE REQUEST FOR PROPOSAL

The content of relevant provisions of the Request for Qualifications (RFQ) are hereby incorporated by reference into this Agreement and is attached as Exhibit "B."

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Services Agreement on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its mayor, authorized to execute same by Commission action on the 13th day of Nov., 2007; and Dennis J. Giordano authorized to execute same.

TOWN OF SURFSIDE, through its Town Commission

By: _____, Mayor

27th day of November, 2007

ATTEST:

_____, Town Clerk

Approved as to form and legality by Office of the Town Attorney

By: _____, Town Attorney

27 day of Nov., 2007

_____, Town Manager

27th day of November, 2007

(TOWN SEAL)

CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation

By: _____
Dennis J. Giordano, President

Witness:

_____
Jacqueline Chavez
Print Name

_____
Jana Glass
Print Name

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TOWN OF SURFSIDE, FLORIDA
CALVIN, GIORDANO CONTRACT
FIXED FEE SERVICES
11/2007 TO DATE

Service	Line Item	Department		Base Annual	Marty's Adjustment	Final
Building Official -**note: var@$110 PER HOUR**	3400	Building Services		$220,000		$220,000
Code Enforcement Management	3410	Building Services		$24,720	($24,720)	$0
Planning and Zoning	3110	Building Services		$61,800		$61,800
			Total	**$306,520**		$306,520
Commission Broadcasts	3410	Executive		$2,400	$15,000	$17,400
Community Development Director	3110	Executive		$92,000		$92,000
Web Site Hosting	3410	Executive		$12,360		$12,360
			Total	**$106,760**		$106,760
Landscape Architect-**note: var@110 PER HOUR**	3110	Public Works		$25,000		$25,000
Engineering Services	3110	Building Services		$144,000		$144,000
Emergency Management	3410	Building Services		$12,360		$12,360
			Total	**$181,360**		$181,360
IT Contract	3410	Finance		$50,000		$50,000
			Total	**$50,000**		$50,000
			General Fund Total	**$644,640**	($9,720)	$634,920

Note: Does Not Capture Capital Projects Items

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,095

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER	DATE APPROVED 11/13/07	CGA PROJECT NUMBER 07-1542

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
TOWN WEBSITE	HOST AND MAINTAIN TOWN WEBSITE CONTAINING CONTACT INFORMATION, SCHEDULES, AGENDA, AGENDA PACKAGES, MINUTES, TOWN CODES FY12 **AS PER GENERAL SERVICE AGREEMENT** 12 MOS @ $1,060.90 REPLACES PO# 100,062 DEPT. ACCT. # 001-2000-512-3410 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD		$12,730.80

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall immediately upon delivery of goods (Statement monthly).

Town Manager

PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,062

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER	DATE APPROVED 11/13/07	CGA PROJECT NUMBER 07-1542

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
TOWN WEBSITE	HOST AND MAINTAIN TOWN WEBSITE CONTAINING CONTACT INFORMATION, SCHEDULES, AGENDA, AGENDA PACKAGES, MINUTES, TOWN CODES FY11 AS PER GENERAL SERVICE AGREEMENT SIGND 11/13/07 12 MOS @$1,060.90 REPLACES PO# 100,047 000 0.00G+ 1,060.90 12 12,730.8		$12,730.80
	DEPT. Executive ACCT. # 001-2000-512-3410 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Town Manager

PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,047

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER	DATE APPROVED 11/13/07	CGA PROJECT NUMBER 07-1542

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
TOWN WEBSITE	HOST AND MAINTAIN TOWN WEBSITE CONTAINING CONTACT INFORMATION, SCHEDULES, AGENDA, AGENDA PACKAGES, MINUTES, TOWN CODES FY10		$12,684.45
	AS PER GENERAL SERVICE AGREEMENT	10/31/09	(1,030.00)
	BUDGET REPRESENTS 1 ½ MOS THRU 11/15/09 @$1,030	11/30/09	(1,045.45)
	& 10 ½ MOS THRU 9/30/10 @ $1,060.90	12/31/09	(1,060.90)
		1/31/10	(1,060.90)
		2/28/10	(1,060.90)
		3/31/10	(1,060.90)
		4/30/10	(1,060.90)
	REPLACES PO# 100,032	5/31/10	(1,060.90)
		6/30/10	(1,060.90)
		7/31/10	(1,060.90)
		8/31/10	(1,060.90)
	DEPT. Executive		
	ACCT. # 001-2000-512-~~3410~~ 3110		
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.		funds available MS.
	DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary E. Word
Town Manager

PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,032

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 11/13/07 **CGA PROJECT NUMBER** 07-1542

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
TOWN WEBSITE	HOST AND MAINTAIN TOWN WEBSITE CONTAINING CONTACT INFORMATION, SCHEDULES, AGENDA, AGENDA PACKAGES, MINUTES, TOWN CODES FY09		$12,315.00
	AS PER GENERAL SERVICE AGREEMENT		
	BUDGET REPRESENTS 1 ½ MOS THRU 12/31/08 @$1,000		
	& 10 ½ MOS THRU 9/30/08 @ $1,030		
	11/28/08	#31755	(1,000.00)
	1/9/09	#31891	(1,015.00)
	3/20/09	#32118	(1030.00)
	3/31/09	#32635	(1,030.00)
	4/17/09	#32900	(1030.00)
	5/15/09	#33040	(1030.00)
	6/5/09	#33489	(1030.00)
	7/24/09	#33604	(1030.00)
	8/13/09	#33867	(1030.00)
	8/31/09	#34197	(1,030.00)
DEPT. Executive	10/15/09	#34453	(1,030.00)
ACCT. # 001-2000-512-3120	10/15/09	#34859	(1,030.00)
I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.			0
DEPARTMENT HEAD			

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L Word
Town Manager

PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,005

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 11/13/07 **CGA PROJECT NUMBER** 07-1542

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
TOWN WEBSITE	HOST AND MAINTAIN TOWN WEBSITE CONTAINING CONTACT INFORMATION, SCHEDULES, AGENDA, AGENDA PACKAGES, MINUTES, TOWN CODES F408 **AS PER GENERAL SERVICE AGREEMENT** BUDGET REPRESENTS 10 ½ MONTHS THRU 9/30/08 Inv #27638 1/17/08	$1,000.00 PER MOS. 2/1/08	$10,500.00 (1,000.00)
	DEPT. Executive Dept. ACCT. # 001-2000-512-3102 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. _____ DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L. Word
Town Manager

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07-1536
07-1539
07-1540
07-1541
07-1542
07-1544

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

TOWN OF SURFSIDE, FLORIDA

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into this 13th day of Nov., 2007, by and between the TOWN OF SURFSIDE, a Florida municipal corporation (the "TOWN"), and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation (the "CONTRACTOR").

WHEREAS, the TOWN is in need of a qualified consulting firm to act as the Town's Consulting, Planning, Engineering, Building and Code Compliance firm in a continuing contract for services, including but not limited to planning; GIS support/implementation of system; redevelopment efforts; disaster recovery; landscape architecture; engineering; building, including plan review, field inspections, on-call services and qualified Building Official; and code compliance services to include the provision of qualified Code Compliance Officers ("Professional Services"); and

WHEREAS, the TOWN, pursuant to a Request for Qualifications selected CONTRACTOR to perform the aforementioned services as an independent contractor to TOWN; and

WHEREAS, Calvin, Giordano & Associates, Inc., performs these services for many governmental entities, including other municipalities, and has offered to provide high-level services to the TOWN for a reasonable cost; and

WHEREAS, the TOWN and CONTRACTOR desire to enter into an agreement setting forth the terms and conditions upon which the aforementioned Professional Services will be provided by CONTRACTOR; and

WHEREAS, TOWN has followed the selection and negotiation process for all services that require compliance with the Florida Consultant's Competitive Negotiation Act (CCNA) (Chapter 287.055, Florida Statutes), as amended.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. INCORPORATION, CONVENIENCE AND INTENT

The foregoing recitations are true and correct and are hereby incorporated by reference. The parties acknowledge that professional engineering services, landscape architect services and surveying services all fall within the requirements of the Florida Consultant's Competitive Negotiation Act (CCNA), Chapter 287.005, Florida Statutes. The parties further acknowledge that for purposes of contract preparation and convenience, non-CCNA and CCNA services have been combined. As used in this Agreement, Professional Services, shall mean all services that CONTRACTOR is required to provide herein.

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR shall perform Professional Services for the TOWN consisting of the following: community development, planning & zoning, landscape architecture, general and municipal engineering, emergency management services and associated miscellaneous services.

2.1 PLANNING SERVICES

2.1.1 Comprehensive Planning

2.1.2 Community Development Director 07-1536 60

The CONTRACTOR shall provide a Community Development Director to TOWN which shall be responsible for providing the following services:

- Provide information to the general public as it relates to all land development activities within the TOWN.
- Provide information to builders and developers as it relates to policies and procedures within the TOWN relative to land planning within the TOWN.
- Oversee the development, maintenance and updating of land use and zoning maps as required by local and state agencies.
- Attend all staff meetings, all Town Commission meetings and any workshops, at which attendance by the CONTRACTOR is deemed necessary by the Town Manager and attend all County and State agency meetings and forums as required by the Town Manager and report back to Town Manager regarding meeting agendas, goals and any relevant discussions.
- Supervise and coordinate the building permit process with respect to zoning and fire marshal review.
- Develop, establish and supervise the system for the issuance of certificates of use and occupational licenses.
- Act as liaison between the TOWN, County, South Florida Regional Planning Council and State Department of Community Affairs.
- Develop policies and procedures regarding all planning and zoning activities, and develop schedules and time frames for processing all land development activities (including, but not limited to rezoning).
- Provide information to Town Manager and Town Commissioners on all relevant and applicable planning issues.
- Provide all internal support services attendant to the above.
- Perform any and all related services required by this position.

Fixed Fee: **$7,500.00 per month**

2.1.3 Planning and Zoning Process 07-1539 60

- Provide all staff services for Planning and Zoning Review Process.
- Provide and maintain a zoning ordinance, related documents and make recommendations the Town Manager regarding amendments to said ordinance.

- Provide and maintain a comprehensive plan and related documents.
- Perform any and all related services required for Planning and Zoning Services.

Fixed Fee: **$5,000.00 per month**

2.2 DESIGN SERVICES (LANDSCAPE ARCHITECTURE)

- CONTRACTOR shall provide the necessary personnel and equipment for special project design, permitting, inspections, special reports, studies, and other related services as required by the Town Manager on a project-by-project basis, for which CONTRACTOR shall submit a schedule of work to be performed.

Cost Proposal Hourly Fee: **A cost proposal in the form of a work authorization shall be submitted for each new project to the Town Manager. Any work performed due to the cost proposal shall be based upon CONTRACTOR's lowest hourly fee.**

2.3 CODE ENFORCEMENT/SPECIAL MASTER PROCESS ADMINISTRATION 07-1540

- Provide administrative/management direction and oversight to field code enforcement staff and office support staff.
- Provide management, process and procedures for administration of the Special Master Process.
- Utilize "Inkforce" software system capable of generating and tracking all code violations and scheduling follow-up inspections as necessary. (software licenses and hardware available at additional cost)
- Perform any and all related services required by this position.

Fixed Fee: **$2,000.00 per month**

2.4 BUILDING CODE SERICES

- Provide Building Official, Plumbing, Electrical and Mechanical Plan Review and Inspection Services as required the Florida Building Code and Florida Statute
- Web based Building Department Software and support
- Provide Permit Technicians and Permit Administrators
- File Maintenance and organization
- Preparation of and filing of all required forms and documents
- The use of standardized checklists to minimize errors
- Maintenance of quantity and quality control through the utilization of software and comprehensive workflow systems
- Set turn around times for all project types will met, simple single discipline permits two days, single family residence 5 days, larger commercial projects 10 working days
- Expedited Plan Review for clients with scheduling issues.

The utilization of specific checklists for documentation and quality assurance

2.4.1 User Fee (Permit Fee) Based Compensation. Users of the Building Code Services Department shall pay Permit Fees and other Related fees according to the Fee Schedule in Exhibit "A". Contractor shall return to the TOWN 10% of the total revenues collected to cover the Town's administrative costs and other costs relating to the enforcement of the Florida Building Code on or about the 15th of the following month. The fee schedule may be adjusted annually by Resolution of the Town Commission in an amount equal the increase in the Consumer Price Index (CPI).

2.5 COMMUNITY SERVICES 07-1541 @ 10 60

A. Streets, Rights-of-Way and Facilities

- Contract administration for maintenance of public rights-of-way, landscaping and irrigation systems to provide safe and comfortable common grounds for the residents of TOWN.
- Contract administration for the construction, operation and maintenance of public facilities.
- Contract administration and coordination of sidewalk and streetlight maintenance for all public roadways to ensure safe passage throughout Surfside.
- Contract administration and oversight of the Town's solid waste/sanitation disposal operations.
- Recommend, develop and implement capital improvement plan for the Town.
- Provide contract administration and assist in seeking local, state and federal grants for improvements to the public works within TOWN.
- Perform any and all related services required by the Town Manager.

B. General and Municipal Engineering

- Administer the Town's NPDES/Stormwater Master Plan programs
- Manage traffic ways improvement projects/contracts implemented by the Town
- Oversee the operation and maintenance of water, wastewater, and stormwater utilities
- Perform related services as required by the Town Manager

Fixed Fee: $12,000.00 per month

2.6 TOWN WEBSITE 07-1542 30

Host and maintain the Surfside website containing TOWN contact information, statistics, history, departmental and facility descriptions, Commission meeting schedules, meeting agendas, agenda packages, minutes, Town Codes and other data as requested by the Town Manager.

Fixed Fee: $1,000 per month for website hosting

2.7 EMERGENCY MANAGEMENT SERVICES 07-1544 16

- Attend emergency management related meetings including the Local Mitigation Strategy Committee, emergency managers meetings, area meetings, and others as directed
- Participate in relevant training and exercises to inject the interests of the TOWN.

- Maintain and update plans, policies and procedures to maintain compliance and ensure rosters, MOUs, and contracts are current
- Monitor legal and regulatory changes impacting the TOWN's emergency management program
- Respond to inquiries regarding emergency management, evacuation and related issues

Fixed Fee: $1000 per month

2.8 ADDITIONAL MISCELLANEOUS SERVICES

In addition to the fee contracts listed above, the CONTRACTOR will also provide additional services on an hourly basis as required by the Town Manager, including, but not limited to, engineering, traffic engineering, landscape architect services, and survey services (CCNA services); as well as any other services requested by the TOWN.

Hourly Fee: See professional fee schedule attached as Exhibit "A"

SECTION 3. FEES FOR SERVICES

3.1 CONTRACTOR shall submit monthly invoices for compensation, but only after the services for which the invoices are submitted have been completed and shall submit with such invoice a detailed breakdown, indicating each task performed, person performing the work and time allocated to each task. This breakdown shall be supplied for all work performed by CONTRACTOR, whether fixed fee or hourly.

3.2 CONTRACTOR shall assign all work for which there is a cost recovery account to that account, at the hourly rates set forth in Exhibit "A." Any amounts assigned to cost recovery accounts that relate to fixed fee matters will be credited against the fixed fee amounts.

3.3 TOWN shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

3.4 Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONTRACTOR. When the above reasons for withholding payments are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by TOWN.

3.5 The fixed fees contained herein are based upon the amount of land development activity that has occurred in the past and will likely occur in the future for a period of three (3) years from the effective date of this Agreement.

3.6 All fixed and hourly fees will be increased by three percent (3%) on each anniversary date of this Agreement.

SECTION 4. TERM/TERMINATION

4.1 TERM OF AGREEMENT – This Agreement shall commence on the date that this agreement is approved by the is fully executed by all parties and shall continue in full force and effect unless and until it is terminated as provided below.

4.2 TERMINATION – Without Cause – This Agreement may be terminated by TOWN for any reason or no reason upon thirty (30) calendar days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

4.3 TERMINATION – With Cause – This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONTRACTOR abandons this Agreement or causes it to be terminated by TOWN, CONTRACTOR shall indemnify TOWN against loss pertaining to this termination, including, but not limited to, reasonable costs incurred in transition to a replacement CONTRACTOR.

4.4 TERMINATION – Transfer of Ownership – This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the CONTRACTOR. CONTRACTOR shall notify Town Manager at least ten (10) business days before any such change in ownership of CONTRACTOR.

4.5 Upon termination, CONTRACTOR shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. It shall also reasonably assist the TOWN and any replacement CONTRACTORs in the transition, including taking any acts necessary to allow the transfer of the GIS system.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

a. CONTRACTOR has not performed services on a timely basis;
b. CONTRACTOR has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
c. CONTRACTOR has failed to obtain the approval of the TOWN where required by this Agreement;
d. CONTRACTOR has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

5.2. In the event CONTRACTOR fails to comply with the provisions of this Agreement, the TOWN may declare the CONTRACTOR in default and notify the CONTRACTOR in writing. In the event payment has been made for such professional services not completed, the CONTRACTOR shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time, pursuant to Section 4 above, and its right for damages under Section 5.3.

5.3. In an Event of Default by the CONTRACTOR, it shall be liable for all damages resulting from the default.

5.4. The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

SECTION 6. STATUS REPORTS AND UPDATES

On or before the first day of every month, CONTRACTOR shall prepare and deliver to the Town Manager status reports showing the status of all pending work authorizations and projects related to this Agreement.

SECTION 7. HOURS OF OPERATION

CONTRACTOR shall maintain fully staffed business hours equal to, but not less than, the Town's business hours of 8 AM to 5 PM, Monday through Friday, with the following holidays accepted:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

SECTION 8. POLICY OF NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION 9. DRUG FREE WORKPLACE

CONTRACTOR shall maintain a Drug Free Workplace.

SECTION 10. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. Personal services provided by CONTRACTOR shall be by employees of CONTRACTOR and subject to supervision by CONTRACTOR, and not as officers or employees of TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR.

SECTION 11. ASSIGNMENT

Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR, without the prior written consent of the Town Manager.

SECTION 12. CONFLICTS OF INTEREST

12.1 CONTRACTOR shall not perform any services for any private sector clients (including, but not limited to, developers, corporations, real estate investors, etc.) on projects within the jurisdictional boundaries of the TOWN.

12.2 CONTRACTOR acknowledges that, in the course of performing the services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the TOWN and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to CONTRACTOR or of which CONTRACTOR may otherwise become aware are and shall be and remain the confidential information of the TOWN ("Confidential Information"), unless otherwise deemed "public" by law. The CONTRACTOR will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. CONTRACTOR further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the TOWN or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). CONTRACTOR affirms that it will not disclose such information and that if it determines that there could be a conflict, or potential conflict of interest, CONTRACTOR and/or its agents will immediately advise the Town Manager.

12.3 CONTRACTOR shall not review or perform any services regarding any application made by any client of CONTRACTOR, even if the services CONTRACTOR performs for such client are unrelated to the TOWN. In such instance, CONTRACTOR shall disclose the relationship immediately to the Town Manager, who may retain an alternate CONTRACTOR for those services. If the services relate to a fixed fee service, the fees for the alternate CONTRACTOR shall be deducted from the fixed fee paid to CONTRACTOR.

12.4 Neither CONTRACTOR nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment related to its performance under this Agreement.

12.5 CONTRACTOR shall immediately notify TOWN if any public records are requested of CONTRACTOR and/or if issues are discovered by CONTRACTOR that may adversely impact TOWN.

12.6 CONTRACTOR further agrees to use best efforts to maintain open, honest and direct communication with the Town Manager and Town Attorney in the performance of services required pursuant to this Agreement.

SECTION 13. INDEMNIFICATION

13.1 CONTRACTOR shall indemnify, defend and hold harmless TOWN, its officials, appointed officers, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there from, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement.

13.2 CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 14, Insurance.

13.3 CONTRACTOR shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

SECTION 14. INSURANCE

14.1 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurances required pursuant to the Request for Qualifications. Proof of all insurance policies shall be approved by the Town Manager. CONTRACTOR shall not allow any Subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.2 CONTRACTOR shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with the policy limits outlined below:

- Workers' Compensation Insurance – as required by law.
- Employer's Liability Insurance - $1,000,000 per occurrence.
- Professional Liability Insurance – $1,000,000 per occurrence, $5,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed $100,000.00 per claim.

- Automobile Liability Insurance - $500,000 per occurrence, $500,000 per accident for bodily injury and $500,000 per accident for property damage.

The successful proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the TOWN of Surfside as additional insured and deductibles for each coverage at amounts approved by the Town Manager. CONTRACTOR shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date of execution of this Agreement. Upon request of TOWN, CONTRACTOR shall make available for inspection copies of any claims filed or made against any policy during the policy term. CONTRACTOR shall additionally notify TOWN, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of $250,000 during the policy term. The Town Manager may require any other insurance coverage it deems necessary depending upon the exposures.

14.3 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Town Manager or designee prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, with financial ratings acceptable to the Town Manager. The TOWN shall be named as an additional insured on all insurance policies.

14.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

SECTION 15. REPRESENTATIVE OF TOWN AND CONTRACTOR

15.1 It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONTRACTOR designates George Keller as the representative of CONTRACTOR to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

15.2 The parties recognize that George Keller's long history with CONTRACTOR and the South Florida community is a material inducement to the TOWN entering into this Agreement. Accordingly, unless excused by the Town Manager, George Keller shall personally attend weekly staff meetings and all regular Commission Meetings.

15.3 The Town Manager shall have the right to require CONTRACTOR to change any personnel working on TOWN projects upon providing CONTRACTOR with a ten (10) day written notice.

SECTION 16. COSTS AND ATTORNEY'S FEES

If either TOWN or CONTRACTOR is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 17. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONTRACTOR:

Dennis J. Giordano, President
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Telephone: (954) 921-7791
Facsimile: (954) 921-8807

FOR TOWN:

W.D. Higginbotham, Town Manager
Town of Surfside
9293 Harding Street
Surfside, Florida 33154
Telephone: (305) 993-1051
Facsimile: (305) 993-5097

With Copy to:

Lynn Dannheisser, Esq.
Town Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 18. RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE

18.1 Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

18.2 Rights in Data. Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of TOWN and TOWN shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONTRACTOR. TOWN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

18.3 Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such

copyright protection is available for the Town. CONTRACTOR shall not include in the data any copyrighted matter unless CONTRACTOR obtains the written approval of the Town Manager and provides said Town Manager with written permission of the copyright owner for CONTRACTOR to use such copyrighted matter in the manner provide herein.

18.4 If this Agreement is terminated for any reason prior to completion of the work, the TOWN may, in its discretion, use any design and documents prepared hereunder.

SECTION 19. SUBCONTRACTORS

Subcontractors, if needed, shall be subject to the prior written approval of the Town Manager.

SECTION 20. COMPLIANCE WITH LAWS

CONTRACTOR shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

SECTION 21. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

SECTION 22. OWNERSHIP OF DOCUMENTS

CONTRACTOR understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONTRACTOR or which is otherwise obtained or prepared by CONTRACTOR under the terms of this Agreement is and shall at all times remain the property of the TOWN. CONTRACTOR agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his sole discretion.

SECTION 23. AUDIT AND INSPECTION RIGHTS

23.1 The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONTRACTOR under this Agreement, audit, or cause to be audited, those books and records of CONTRACTOR that are related to CONTRACTOR's performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

23.2 The TOWN may, at reasonable times during the term hereof, inspect CONTRACTOR's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONTRACTOR under this Agreement conform to the terms of this Agreement. CONTRACTOR shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

SECTION 24. WARRANTIES OF CONTRACTOR

The CONTRACTOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 25. PUBLIC RECORDS

CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosure under applicable law. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the TOWN.

SECTION 26. NO CONTINGENT FEES

The CONTRACTOR (for all services secured pursuant to CCNA, Chapter 287.055, Florida Statutes) warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gist, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 27. GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

SECTION 28. HEADINGS

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

SECTION 29. SEVERABILITY

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

SECTION 30. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

SECTION 31. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32. SURVIVAL OF PROVISIONS

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

SECTION 33. ENTIRE AGREEMENT

33.1 This Agreement and its attachments constitute the entire agreement between CONTRACTOR and TOWN, and all negotiations and oral understandings between the parties are merged herein.

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

SECTION 34. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

SECTION 35. CONTENT OF THE REQUEST FOR PROPOSAL

The content of relevant provisions of the Request for Qualifications (RFQ) are hereby incorporated by reference into this Agreement and is attached as Exhibit "B."

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Services Agreement on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its mayor, authorized to execute same by Commission action on the 13th day of Nov., 2007; and Dennis J. Giordano authorized to execute same.

TOWN OF SURFSIDE, through its Town Commission

By:_____
, Mayor

27th day of November, 2007

ATTEST:

_____
, Town Clerk

Approved as to form and legality by Office of the Town Attorney

By:_____
, Town Attorney

27 day of Nov, 2007

, Town Manager

27th day of November, 2007

(TOWN SEAL)

CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation

By:_____
Dennis J. Giordano, ~~President~~

Witness:

_____
Jacqueline Chavez
Print Name

_____
Jana Glass
Print Name

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	200.00

ENGINEERING

Associate, Engineering (VI)	175.00
Director, Engineering (V)	150.00
Project Manager (IV)	130.00
Resident Inspector	120.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	85.00
Senior CADD Technician Manager	100.00
CADD Technician	80.00
Traffic Technician	75.00
Permit Administrator	75.00
Clerical	70.00

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	150.00
GIS Coordinator	130.00
GIS Specialist	110.00
Multi-Media 3D Developer	90.00
GIS Technician	80.00
Sr. Applications Developer	
Private	160.00
Public	160.00
Applications Developer	
Private	120.00
Public	120.00
Network Engineer	130.00

CONSTRUCTION

Associate, Construction	150.00
Construction Management Director	120.00
Senior Inspector	90.00

EMERGENCY MANAGEMENT

Director	130.00
Planner	90.00
Jr. Planner	75.00

Executive Assistant	70.00

PLANNING

Associate, Planning	150.00
Director of Planning	130.00
Planning Administrator	120.00
Assistant Director	110.00
Planner	90.00
Jr. Planner	75.00

EXPERT WITNESS

Principal/Associate	300.00
Registered Engineer/Surveyor	250.00
Project Engineer	200.00

LANDSCAPE ARCHITECT

Associate, Landscape	150.00
Senior Landscape Architect	115.00
Environmental Administrator	110.00
Landscape Architect	100.00
Environmental Specialist	90.00
Landscape CADD Technician	80.00
Environmental Assistant	70.00

SURVEYING

Associate, Surveying	160.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	140.00
Survey Crew	125.00
Senior Registered Surveyor	130.00
Survey Coordinator	85.00
CADD Technician	80.00
Submeter G.P.S	65.00

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	100.00
Environmental Scientist	85.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services
Governmental Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

http://cgasp01/cga_intranet/Documents/Prof Fee Schedule eff July 2006.doc

Effective July 1, 2006

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

TOWN OF SURFSIDE GOVERNMENT SERVICES
PROFESSIONAL FEE SCHEDULE

BUILDING CODE

Director, Bldg Code	140.00
Building Official	110.00
Chief Bldg Inspector	95.00
Plans Examiner	80.00
Inspector-Bldg Code	75.00
Permit Technician	65.00

GOVERNMENT SERVICES

Associate of Government Svcs	150.00
Sr. Code Enforcement Inspector	90.00
Code Enforcement Inspector	75.00

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services
Governmental Services

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Effective July 1, 2006

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,033

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER	DATE APPROVED 11/13/07	CGA PROJECT NUMBER 07-1544

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
EMERGENCY MANAGEMENT SERVICES	ATTEND MEETING RELATED TO EMERGENCY MANAGEMENT, PARTICIPATE IN RELEVANT TRAINING AND EXERCISES, MAINTAIN AND UPDATE PROCEDURES TO MAINTAIN COMPLIANCE, AND ENSURE ROSTERS, MOU'S AND CONTRACTS ARE CURRENT FY09 AS PER GENERAL SERVICE AGREEMENT BUDGET REPRESENTS 1 ½ MOS THRU 12/31/08 @$1,000 & 10 ½ MOS THRU 9/30/08 @ $1,030 11/28/08 1/9/09 DEPT. Public Works ACCT. # 001-5000-539-3410 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD	#31256 #31893	$12,315.00 (1,000.00) (1,015.00)

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L Word
Town Manager

PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,006

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 11/13/07 **CGA PROJECT NUMBER** 07-1544

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
EMERGENCY MANAGEMENT SERVICES	ATTEND MEETING RELATED TO EMERGENCY MANAGEMENT, PARTICIPATE IN RELEVANT TRAINING AND EXERCISES, MAINTAIN AND UPDATE PROCEDURES TO MAINTAIN COMPLIANCE, AND ENSURE ROSTERS, MOU'S AND CONTRACTS ARE CURRENT FY08 **AS PER GENERAL SERVICE AGREEMENT** BUDGET REPRESENTS 10 ½ MONTHS THRU 9/30/08 Inv#27639 1/17/08	$1,000.00PER MOS. 2/1/08	$10,500.00 (1,000.00)
	DEPT. Legislative Dept. ACCT. # 001-1000-525-3150 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. _____ DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L. Nor
Town Manager

07-1536
07-1539
07-1540
07-1541
07-1542
07-1544

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

TOWN OF SURFSIDE, FLORIDA

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into this 13th day of Nov., 2007, by and between the TOWN OF SURFSIDE, a Florida municipal corporation (the "TOWN"), and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation (the "CONTRACTOR").

WHEREAS, the TOWN is in need of a qualified consulting firm to act as the Town's Consulting, Planning, Engineering, Building and Code Compliance firm in a continuing contract for services, including but not limited to planning; GIS support/implementation of system; redevelopment efforts; disaster recovery; landscape architecture; engineering; building, including plan review, field inspections, on-call services and qualified Building Official; and code compliance services to include the provision of qualified Code Compliance Officers ("Professional Services"); and

WHEREAS, the TOWN, pursuant to a Request for Qualifications selected CONTRACTOR to perform the aforementioned services as an independent contractor to TOWN; and

WHEREAS, Calvin, Giordano & Associates, Inc., performs these services for many governmental entities, including other municipalities, and has offered to provide high-level services to the TOWN for a reasonable cost; and

WHEREAS, the TOWN and CONTRACTOR desire to enter into an agreement setting forth the terms and conditions upon which the aforementioned Professional Services will be provided by CONTRACTOR; and

WHEREAS, TOWN has followed the selection and negotiation process for all services that require compliance with the Florida Consultant's Competitive Negotiation Act (CCNA) (Chapter 287.055, Florida Statutes), as amended.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. INCORPORATION, CONVENIENCE AND INTENT

The foregoing recitations are true and correct and are hereby incorporated by reference. The parties acknowledge that professional engineering services, landscape architect services and surveying services all fall within the requirements of the Florida Consultant's Competitive Negotiation Act (CCNA), Chapter 287.005, Florida Statutes. The parties further acknowledge that for purposes of contract preparation and convenience, non-CCNA and CCNA services have been combined. As used in this Agreement, Professional Services, shall mean all services that CONTRACTOR is required to provide herein.

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR shall perform Professional Services for the TOWN consisting of the following: community development, planning & zoning, landscape architecture, general and municipal engineering, emergency management services and associated miscellaneous services.

2.1 PLANNING SERVICES

2.1.1 Comprehensive Planning

2.1.2 Community Development Director 07-1536 6a

The CONTRACTOR shall provide a Community Development Director to TOWN which shall be responsible for providing the following services:

- Provide information to the general public as it relates to all land development activities within the TOWN.
- Provide information to builders and developers as it relates to policies and procedures within the TOWN relative to land planning within the TOWN.
- Oversee the development, maintenance and updating of land use and zoning maps as required by local and state agencies.
- Attend all staff meetings, all Town Commission meetings and any workshops, at which attendance by the CONTRACTOR is deemed necessary by the Town Manager and attend all County and State agency meetings and forums as required by the Town Manager and report back to Town Manager regarding meeting agendas, goals and any relevant discussions.
- Supervise and coordinate the building permit process with respect to zoning and fire marshal review.
- Develop, establish and supervise the system for the issuance of certificates of use and occupational licenses.
- Act as liaison between the TOWN, County, South Florida Regional Planning Council and State Department of Community Affairs.
- Develop policies and procedures regarding all planning and zoning activities, and develop schedules and time frames for processing all land development activities (including, but not limited to rezoning).
- Provide information to Town Manager and Town Commissioners on all relevant and applicable planning issues.
- Provide all internal support services attendant to the above.
- Perform any and all related services required by this position.

Fixed Fee: **$7,500.00 per month**

2.1.3 Planning and Zoning Process 07-1539 6a

- Provide all staff services for Planning and Zoning Review Process.
- Provide and maintain a zoning ordinance, related documents and make recommendations the Town Manager regarding amendments to said ordinance.

- Provide and maintain a comprehensive plan and related documents.
- Perform any and all related services required for Planning and Zoning Services.

Fixed Fee: **$5,000.00 per month**

2.2 DESIGN SERVICES (LANDSCAPE ARCHITECTURE)

- CONTRACTOR shall provide the necessary personnel and equipment for special project design, permitting, inspections, special reports, studies, and other related services as required by the Town Manager on a project-by-project basis, for which CONTRACTOR shall submit a schedule of work to be performed.

Cost Proposal Hourly Fee: **A cost proposal in the form of a work authorization shall be submitted for each new project to the Town Manager. Any work performed due to the cost proposal shall be based upon CONTRACTOR's lowest hourly fee.**

2.3 CODE ENFORCEMENT/SPECIAL MASTER PROCESS ADMINISTRATION 07-1540

- Provide administrative/management direction and oversight to field code enforcement staff and office support staff.
- Provide management, process and procedures for administration of the Special Master Process.
- Utilize "Inkforce" software system capable of generating and tracking all code violations and scheduling follow-up inspections as necessary. (software licenses and hardware available at additional cost)
- Perform any and all related services required by this position.

Fixed Fee: **$2,000.00 per month**

2.4 BUILDING CODE SERICES

- Provide Building Official, Plumbing, Electrical and Mechanical Plan Review and Inspection Services as required the Florida Building Code and Florida Statute
- Web based Building Department Software and support
- Provide Permit Technicians and Permit Administrators
- File Maintenance and organization
- Preparation of and filing of all required forms and documents
- The use of standardized checklists to minimize errors
- Maintenance of quantity and quality control through the utilization of software and comprehensive workflow systems
- Set turn around times for all project types will met, simple single discipline permits two days, single family residence 5 days, larger commercial projects 10 working days
- Expedited Plan Review for clients with scheduling issues.

The utilization of specific checklists for documentation and quality assurance

2.4.1 User Fee (Permit Fee) Based Compensation. Users of the Building Code Services Department shall pay Permit Fees and other Related fees according to the Fee Schedule in Exhibit "A". Contractor shall return to the TOWN 10% of the total revenues collected to cover the Town's administrative costs and other costs relating to the enforcement of the Florida Building Code on or about the 15th of the following month. The fee schedule may be adjusted annually by Resolution of the Town Commission in an amount equal the increase in the Consumer Price Index (CPI).

2.5 COMMUNITY SERVICES 07-1541 @ 10 60

A. Streets, Rights-of-Way and Facilities

- Contract administration for maintenance of public rights-of-way, landscaping and irrigation systems to provide safe and comfortable common grounds for the residents of TOWN.
- Contract administration for the construction, operation and maintenance of public facilities.
- Contract administration and coordination of sidewalk and streetlight maintenance for all public roadways to ensure safe passage throughout Surfside.
- Contract administration and oversight of the Town's solid waste/sanitation disposal operations.
- Recommend, develop and implement capital improvement plan for the Town.
- Provide contract administration and assist in seeking local, state and federal grants for improvements to the public works within TOWN.
- Perform any and all related services required by the Town Manager.

B. General and Municipal Engineering

- Administer the Town's NPDES/Stormwater Master Plan programs
- Manage traffic ways improvement projects/contracts implemented by the Town
- Oversee the operation and maintenance of water, wastewater, and stormwater utilities
- Perform related services as required by the Town Manager

Fixed Fee: $12,000.00 per month

2.6 TOWN WEBSITE 07-1542 30

Host and maintain the Surfside website containing TOWN contact information, statistics, history, departmental and facility descriptions, Commission meeting schedules, meeting agendas, agenda packages, minutes, Town Codes and other data as requested by the Town Manager.

Fixed Fee: $1,000 per month for website hosting

2.7 EMERGENCY MANAGEMENT SERVICES 07-1544 16

- Attend emergency management related meetings including the Local Mitigation Strategy Committee, emergency managers meetings, area meetings, and others as directed
- Participate in relevant training and exercises to inject the interests of the TOWN.

- Maintain and update plans, policies and procedures to maintain compliance and ensure rosters, MOUs, and contracts are current
- Monitor legal and regulatory changes impacting the TOWN's emergency management program
- Respond to inquiries regarding emergency management, evacuation and related issues

Fixed Fee: $1000 per month

2.8 ADDITIONAL MISCELLANEOUS SERVICES

In addition to the fee contracts listed above, the CONTRACTOR will also provide additional services on an hourly basis as required by the Town Manager, including, but not limited to, engineering, traffic engineering, landscape architect services, and survey services (CCNA services); as well as any other services requested by the TOWN.

Hourly Fee: See professional fee schedule attached as Exhibit "A"

SECTION 3. FEES FOR SERVICES

3.1 CONTRACTOR shall submit monthly invoices for compensation, but only after the services for which the invoices are submitted have been completed and shall submit with such invoice a detailed breakdown, indicating each task performed, person performing the work and time allocated to each task. This breakdown shall be supplied for all work performed by CONTRACTOR, whether fixed fee or hourly.

3.2 CONTRACTOR shall assign all work for which there is a cost recovery account to that account, at the hourly rates set forth in Exhibit "A." Any amounts assigned to cost recovery accounts that relate to fixed fee matters will be credited against the fixed fee amounts.

3.3 TOWN shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

3.4 Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONTRACTOR. When the above reasons for withholding payments are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by TOWN.

3.5 The fixed fees contained herein are based upon the amount of land development activity that has occurred in the past and will likely occur in the future for a period of three (3) years from the effective date of this Agreement.

3.6 All fixed and hourly fees will be increased by three percent (3%) on each anniversary date of this Agreement.

SECTION 4. TERM/TERMINATION

4.1 TERM OF AGREEMENT – This Agreement shall commence on the date that this agreement is approved by the is fully executed by all parties and shall continue in full force and effect unless and until it is terminated as provided below.

4.2 TERMINATION – Without Cause – This Agreement may be terminated by TOWN for any reason or no reason upon thirty (30) calendar days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

4.3 TERMINATION – With Cause – This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONTRACTOR abandons this Agreement or causes it to be terminated by TOWN, CONTRACTOR shall indemnify TOWN against loss pertaining to this termination, including, but not limited to, reasonable costs incurred in transition to a replacement CONTRACTOR.

4.4 TERMINATION – Transfer of Ownership – This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the CONTRACTOR. CONTRACTOR shall notify Town Manager at least ten (10) business days before any such change in ownership of CONTRACTOR.

4.5 Upon termination, CONTRACTOR shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. It shall also reasonably assist the TOWN and any replacement CONTRACTORs in the transition, including taking any acts necessary to allow the transfer of the GIS system.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

a. CONTRACTOR has not performed services on a timely basis;
b. CONTRACTOR has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
c. CONTRACTOR has failed to obtain the approval of the TOWN where required by this Agreement;
d. CONTRACTOR has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

5.2. In the event CONTRACTOR fails to comply with the provisions of this Agreement, the TOWN may declare the CONTRACTOR in default and notify the CONTRACTOR in writing. In the event payment has been made for such professional services not completed, the CONTRACTOR shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time, pursuant to Section 4 above, and its right for damages under Section 5.3.

5.3. In an Event of Default by the CONTRACTOR, it shall be liable for all damages resulting from the default.

5.4. The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

SECTION 6. STATUS REPORTS AND UPDATES

On or before the first day of every month, CONTRACTOR shall prepare and deliver to the Town Manager status reports showing the status of all pending work authorizations and projects related to this Agreement.

SECTION 7. HOURS OF OPERATION

CONTRACTOR shall maintain fully staffed business hours equal to, but not less than, the Town's business hours of 8 AM to 5 PM, Monday through Friday, with the following holidays accepted:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

SECTION 8. POLICY OF NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION 9. DRUG FREE WORKPLACE

CONTRACTOR shall maintain a Drug Free Workplace.

SECTION 10. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. Personal services provided by CONTRACTOR shall be by employees of CONTRACTOR and subject to supervision by CONTRACTOR, and not as officers or employees of TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR.

SECTION 11. ASSIGNMENT

Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR, without the prior written consent of the Town Manager.

SECTION 12. CONFLICTS OF INTEREST

12.1 CONTRACTOR shall not perform any services for any private sector clients (including, but not limited to, developers, corporations, real estate investors, etc.) on projects within the jurisdictional boundaries of the TOWN.

12.2 CONTRACTOR acknowledges that, in the course of performing the services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the TOWN and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to CONTRACTOR or of which CONTRACTOR may otherwise become aware are and shall be and remain the confidential information of the TOWN ("Confidential Information"), unless otherwise deemed "public" by law. The CONTRACTOR will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. CONTRACTOR further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the TOWN or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). CONTRACTOR affirms that it will not disclose such information and that if it determines that there could be a conflict, or potential conflict of interest, CONTRACTOR and/or its agents will immediately advise the Town Manager.

12.3 CONTRACTOR shall not review or perform any services regarding any application made by any client of CONTRACTOR, even if the services CONTRACTOR performs for such client are unrelated to the TOWN. In such instance, CONTRACTOR shall disclose the relationship immediately to the Town Manager, who may retain an alternate CONTRACTOR for those services. If the services relate to a fixed fee service, the fees for the alternate CONTRACTOR shall be deducted from the fixed fee paid to CONTRACTOR.

12.4 Neither CONTRACTOR nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment related to its performance under this Agreement.

12.5 CONTRACTOR shall immediately notify TOWN if any public records are requested of CONTRACTOR and/or if issues are discovered by CONTRACTOR that may adversely impact TOWN.

12.6 CONTRACTOR further agrees to use best efforts to maintain open, honest and direct communication with the Town Manager and Town Attorney in the performance of services required pursuant to this Agreement.

SECTION 13. INDEMNIFICATION

13.1 CONTRACTOR shall indemnify, defend and hold harmless TOWN, its officials, appointed officers, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there from, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement.

13.2 CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 14, Insurance.

13.3 CONTRACTOR shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

SECTION 14. INSURANCE

14.1 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurances required pursuant to the Request for Qualifications. Proof of all insurance policies shall be approved by the Town Manager. CONTRACTOR shall not allow any Subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.2 CONTRACTOR shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with the policy limits outlined below:

- Workers' Compensation Insurance – as required by law.
- Employer's Liability Insurance - $1,000,000 per occurrence.
- Professional Liability Insurance – $1,000,000 per occurrence, $5,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed $100,000.00 per claim.

- Automobile Liability Insurance - $500,000 per occurrence, $500,000 per accident for bodily injury and $500,000 per accident for property damage.

The successful proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the TOWN of Surfside as additional insured and deductibles for each coverage at amounts approved by the Town Manager. CONTRACTOR shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date of execution of this Agreement. Upon request of TOWN, CONTRACTOR shall make available for inspection copies of any claims filed or made against any policy during the policy term. CONTRACTOR shall additionally notify TOWN, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of $250,000 during the policy term. The Town Manager may require any other insurance coverage it deems necessary depending upon the exposures.

14.3 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Town Manager or designee prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, with financial ratings acceptable to the Town Manager. The TOWN shall be named as an additional insured on all insurance policies.

14.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

SECTION 15. REPRESENTATIVE OF TOWN AND CONTRACTOR

15.1 It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONTRACTOR designates George Keller as the representative of CONTRACTOR to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

15.2 The parties recognize that George Keller's long history with CONTRACTOR and the South Florida community is a material inducement to the TOWN entering into this Agreement. Accordingly, unless excused by the Town Manager, George Keller shall personally attend weekly staff meetings and all regular Commission Meetings.

15.3 The Town Manager shall have the right to require CONTRACTOR to change any personnel working on TOWN projects upon providing CONTRACTOR with a ten (10) day written notice.

SECTION 16. COSTS AND ATTORNEY'S FEES

If either TOWN or CONTRACTOR is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 17. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONTRACTOR:

Dennis J. Giordano, President
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Telephone: (954) 921-7791
Facsimile: (954) 921-8807

FOR TOWN:

W.D. Higginbotham, Town Manager
Town of Surfside
9293 Harding Street
Surfside, Florida 33154
Telephone: (305) 993-1051
Facsimile: (305) 993-5097

With Copy to:

Lynn Dannheisser, Esq.
Town Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 18. RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE

18.1 Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

18.2 Rights in Data. Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of TOWN and TOWN shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONTRACTOR. TOWN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

18.3 Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such

copyright protection is available for the Town. CONTRACTOR shall not include in the data any copyrighted matter unless CONTRACTOR obtains the written approval of the Town Manager and provides said Town Manager with written permission of the copyright owner for CONTRACTOR to use such copyrighted matter in the manner provide herein.

18.4 If this Agreement is terminated for any reason prior to completion of the work, the TOWN may, in its discretion, use any design and documents prepared hereunder.

SECTION 19. SUBCONTRACTORS

Subcontractors, if needed, shall be subject to the prior written approval of the Town Manager.

SECTION 20. COMPLIANCE WITH LAWS

CONTRACTOR shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

SECTION 21. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

SECTION 22. OWNERSHIP OF DOCUMENTS

CONTRACTOR understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONTRACTOR or which is otherwise obtained or prepared by CONTRACTOR under the terms of this Agreement is and shall at all times remain the property of the TOWN. CONTRACTOR agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his sole discretion.

SECTION 23. AUDIT AND INSPECTION RIGHTS

23.1 The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONTRACTOR under this Agreement, audit, or cause to be audited, those books and records of CONTRACTOR that are related to CONTRACTOR's performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

23.2 The TOWN may, at reasonable times during the term hereof, inspect CONTRACTOR's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONTRACTOR under this Agreement conform to the terms of this Agreement. CONTRACTOR shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

SECTION 24. WARRANTIES OF CONTRACTOR

The CONTRACTOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 25. PUBLIC RECORDS

CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosure under applicable law. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the TOWN.

SECTION 26. NO CONTINGENT FEES

The CONTRACTOR (for all services secured pursuant to CCNA, Chapter 287.055, Florida Statutes) warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gist, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 27. GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

SECTION 28. HEADINGS

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

SECTION 29. SEVERABILITY

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

SECTION 30. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

SECTION 31. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32. SURVIVAL OF PROVISIONS

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

SECTION 33. ENTIRE AGREEMENT

33.1 This Agreement and its attachments constitute the entire agreement between CONTRACTOR and TOWN, and all negotiations and oral understandings between the parties are merged herein.

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

SECTION 34. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

SECTION 35. CONTENT OF THE REQUEST FOR PROPOSAL

The content of relevant provisions of the Request for Qualifications (RFQ) are hereby incorporated by reference into this Agreement and is attached as Exhibit "B."

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Services Agreement on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its mayor, authorized to execute same by Commission action on the 13th day of Nov., 2007; and Dennis J. Giordano authorized to execute same.

TOWN OF SURFSIDE, through its Town Commission

By:_____
, Mayor

27th day of November, 2007

ATTEST:

_____
, Town Clerk

Approved as to form and legality by
Office of the Town Attorney

By:_____
, Town Attorney

27 day of Nov, 2007

, Town Manager

27th day of November, 2007

(TOWN SEAL)

CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation

By:_____
Dennis J. Giordano, ~~President~~

Witness:

_____
Jacqueline Chavez
Print Name

_____
Jana Glass
Print Name

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

PROFESSIONAL FEE SCHEDULE

Principal	200.00

ENGINEERING

Associate, Engineering (VI)	175.00
Director, Engineering (V)	150.00
Project Manager (IV)	130.00
Resident Inspector	120.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	85.00
Senior CADD Technician Manager	100.00
CADD Technician	80.00
Traffic Technician	75.00
Permit Administrator	75.00
Clerical	70.00

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	150.00
GIS Coordinator	130.00
GIS Specialist	110.00
Multi-Media 3D Developer	90.00
GIS Technician	80.00
Sr. Applications Developer	
Private	160.00
Public	160.00
Applications Developer	
Private	120.00
Public	120.00
Network Engineer	130.00

CONSTRUCTION

Associate, Construction	150.00
Construction Management Director	120.00
Senior Inspector	90.00

EMERGENCY MANAGEMENT

Director	130.00
Planner	90.00
Jr. Planner	75.00

Executive Assistant	70.00

PLANNING

Associate, Planning	150.00
Director of Planning	130.00
Planning Administrator	120.00
Assistant Director	110.00
Planner	90.00
Jr. Planner	75.00

EXPERT WITNESS

Principal/Associate	300.00
Registered Engineer/Surveyor	250.00
Project Engineer	200.00

LANDSCAPE ARCHITECT

Associate, Landscape	150.00
Senior Landscape Architect	115.00
Environmental Administrator	110.00
Landscape Architect	100.00
Environmental Specialist	90.00
Landscape CADD Technician	80.00
Environmental Assistant	70.00

SURVEYING

Associate, Surveying	160.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	140.00
Survey Crew	125.00
Senior Registered Surveyor	130.00
Survey Coordinator	85.00
CADD Technician	80.00
Submeter G.P.S	65.00

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	100.00
Environmental Scientist	85.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services
Governmental Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

http://cgasp01/cga_intranet/Documents/Prof Fee Schedule eff July 2006.doc

Effective July 1, 2006

Fort Lauderdale West Palm Beach Orlando Homestead

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

TOWN OF SURFSIDE GOVERNMENT SERVICES
PROFESSIONAL FEE SCHEDULE

BUILDING CODE

Director, Bldg Code	140.00
Building Official	110.00
Chief Bldg Inspector	95.00
Plans Examiner	80.00
Inspector-Bldg Code	75.00
Permit Technician	65.00

GOVERNMENT SERVICES

Associate of Government Svcs	150.00
Sr. Code Enforcement Inspector	90.00
Code Enforcement Inspector	75.00

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services
Governmental Services

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Effective July 1, 2006

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,094

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER	DATE APPROVED 11/13/07	CGA PROJECT NUMBER 07-1541

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
COMMUNITY SERVICES	COMMUNITY SERVICES, FY12 GENERAL AND MUNICIPAL ENGINEERING AS PER GENERAL SERVICE AGREEMENT MONTHLY LUMP SUM $6,180 REPLACES PO# 100,061 DEPT. Bill Evans ACCT. # 001-5000-539-3110 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD		$74,160.00

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Town Manager

PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,061

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 11/13/07 **CGA PROJECT NUMBER** 07-1541

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
COMMUNITY SERVICES	COMMUNITY SERVICES, FY11 GENERAL AND MUNICIPAL ENGINEERING **AS PER GENERAL SERVICE AGREEMENT** MONTHLY LUMP SUM $6,180 REPLACES PO# 100,046		$74,160.00
000	0.00 + 6,180. x 12. = 74,160.00 +		
	DEPT. Public Works ACCT. # 001-5000-539-3110 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. 1/14/11 DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Town Manager

PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,046

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER

DATE APPROVED 11/13/07

CGA PROJECT NUMBER 07-15

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
COMMUNITY SERVICES	COMMUNITY SERVICES, FY10 STREETS HIGHWAYS, FACILITIES, GENERAL AND MUNNICIPAL ENGINEERING **AS PER GENERAL SERVICE AGREEMENT** MONTHLY LUMP SUM $6,180 REPLACES PO# 100,031 DEPT. Public Works ACCT. # 001-5000-539-3110 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD	10/31/09 11/30/09 12/31/09 1/31/10 2/28/10 3/31/2010 4/30/10 5/31/2010 6/30/2010 7/31/2010 8/31/10	$74,160.00 (6,180.00) (6,180.00) (6,180.00) (6,180.00) (6180.00) (6180.00) (6180.00) (6180.00) (6180.00) (6,180.00) (6,180.00) funds available

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L Wise
Town Manager

PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,031

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 11/13/07 _____ **CGA PROJECT NUMBER** 07-1541

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
COMMUNITY SERVICES	COMMUNITY SERVICES, FY09 STREETS HIGHWAYS, FACILITIES, GENERAL AND MUNNICIPAL ENGINEERING		$73,890.00
	AS PER GENERAL SERVICE AGREEMENT	12/9/08	(6,000.00)
	BUDGET REPRESENTS 1 ½ MOS THRU 12/31/08 @$6,000	1/9/09	(6,090.00)
	& 10 ½ MOS THRU 9/30/08 @ $6,180	3/20/09 #32117	(6,180.00)
	George Keller	4/24/09 #32634	(6,180.00)
		4/24/09 #32899	(6,180.00)
		5/15/09 #33039	(6,180.00)
		6/5/09 #33488	(6,180.00)
		7/24/09 #33603	(6,180.00)
		8/13/09 #33866	(6,180.00)
		8/31/09 #34196	(6,180.00)
		10/15/09 #34452	(6,180.00)
		10/15/09 #34858	(6,180.00)
	DEPT. Public Works. ACCT. # 001-5000-539-3110 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Town Manager

PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,004

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER	DATE APPROVED 11/13/07	CGA PROJECT NUMBER 07-1541

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
COMMUNITY SERVICES	COMMUNITY SERVICES, STREETS HIGHWAYS, FACILITIES, GENERAL AND MUNNICIPAL ENGINEERING **AS PER GENERAL SERVICE AGREEMENT** BUDGET REPRESENTS 10 ½ MONTHS THRU 9/30/07 Inv# 28630 3/14/08	$12,000.00 PER MOS. 3/28/08	$126,000.00 (12,000.00)

Acct Codes

12% 401-9900-536-31-01 - Water & Sewer Professional fees
30% 404-5500-538-31-01 - Storm Water Professional fees
3% 403-4000-534-31-02 - Solid Waste Professional fees
3% 001-5000-539-31-02 - Architect Professional fees
2% 107-8500-549-31-01 - Transportation Professional fees
50%

DEPT. Outside Services

ACCT. # See above

I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.

DEPARTMENT HEAD

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L Word
Town Manager

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

TOWN OF SURFSIDE, FLORIDA

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into this 13th day of NOV., 2007, by and between the TOWN OF SURFSIDE, a Florida municipal corporation (the "TOWN"), and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation (the "CONTRACTOR").

WHEREAS, the TOWN is in need of a qualified consulting firm to act as the Town's Consulting, Planning, Engineering, Building and Code Compliance firm in a continuing contract for services, including but not limited to planning; GIS support/implementation of system; redevelopment efforts; disaster recovery; landscape architecture; engineering; building, including plan review, field inspections, on-call services and qualified Building Official; and code compliance services to include the provision of qualified Code Compliance Officers ("Professional Services"); and

WHEREAS, the TOWN, pursuant to a Request for Qualifications selected CONTRACTOR to perform the aforementioned services as an independent contractor to TOWN; and

WHEREAS, Calvin, Giordano & Associates, Inc., performs these services for many governmental entities, including other municipalities, and has offered to provide high-level services to the TOWN for a reasonable cost; and

WHEREAS, the TOWN and CONTRACTOR desire to enter into an agreement setting forth the terms and conditions upon which the aforementioned Professional Services will be provided by CONTRACTOR; and

WHEREAS, TOWN has followed the selection and negotiation process for all services that require compliance with the Florida Consultant's Competitive Negotiation Act (CCNA) (Chapter 287.055, Florida Statutes), as amended.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. INCORPORATION, CONVENIENCE AND INTENT

The foregoing recitations are true and correct and are hereby incorporated by reference. The parties acknowledge that professional engineering services, landscape architect services and surveying services all fall within the requirements of the Florida Consultant's Competitive Negotiation Act (CCNA), Chapter 287.005, Florida Statutes. The parties further acknowledge that for purposes of contract preparation and convenience, non-CCNA and CCNA services have been combined. As used in this Agreement, Professional Services, shall mean all services that CONTRACTOR is required to provide herein.

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR shall perform Professional Services for the TOWN consisting of the following: community development, planning & zoning, landscape architecture, general and municipal engineering, emergency management services and associated miscellaneous services.

2.1 PLANNING SERVICES

2.1.1 Comprehensive Planning

2.1.2 Community Development Director

The CONTRACTOR shall provide a Community Development Director to TOWN which shall be responsible for providing the following services:

- Provide information to the general public as it relates to all land development activities within the TOWN.
- Provide information to builders and developers as it relates to policies and procedures within the TOWN relative to land planning within the TOWN.
- Oversee the development, maintenance and updating of land use and zoning maps as required by local and state agencies.
- Attend all staff meetings, all Town Commission meetings and any workshops, at which attendance by the CONTRACTOR is deemed necessary by the Town Manager and attend all County and State agency meetings and forums as required by the Town Manager and report back to Town Manager regarding meeting agendas, goals and any relevant discussions.
- Supervise and coordinate the building permit process with respect to zoning and fire marshal review.
- Develop, establish and supervise the system for the issuance of certificates of use and occupational licenses.
- Act as liaison between the TOWN, County, South Florida Regional Planning Council and State Department of Community Affairs.
- Develop policies and procedures regarding all planning and zoning activities, and develop schedules and time frames for processing all land development activities (including, but not limited to rezoning).
- Provide information to Town Manager and Town Commissioners on all relevant and applicable planning issues.
- Provide all internal support services attendant to the above.
- Perform any and all related services required by this position.

Fixed Fee: **$7,500.00 per month**

2.1.3 Planning and Zoning Process

- Provide all staff services for Planning and Zoning Review Process.
- Provide and maintain a zoning ordinance, related documents and make recommendations the Town Manager regarding amendments to said ordinance.

- Provide and maintain a comprehensive plan and related documents.
- Perform any and all related services required for Planning and Zoning Services.

Fixed Fee: **$5,000.00 per month**

2.2 DESIGN SERVICES (LANDSCAPE ARCHITECTURE)

- CONTRACTOR shall provide the necessary personnel and equipment for special project design, permitting, inspections, special reports, studies, and other related services as required by the Town Manager on a project-by-project basis, for which CONTRACTOR shall submit a schedule of work to be performed.

Cost Proposal Hourly Fee: **A cost proposal in the form of a work authorization shall be submitted for each new project to the Town Manager. Any work performed due to the cost proposal shall be based upon CONTRACTOR's lowest hourly fee.**

2.3 CODE ENFORCEMENT/SPECIAL MASTER PROCESS ADMINISTRATION

- Provide administrative/management direction and oversight to field code enforcement staff and office support staff.
- Provide management, process and procedures for administration of the Special Master Process.
- Utilize "Inkforce" software system capable of generating and tracking all code violations and scheduling follow-up inspections as necessary. (software licenses and hardware available at additional cost)
- Perform any and all related services required by this position.

Fixed Fee: **$2,000.00 per month**

2.4 BUILDING CODE SERICES

- Provide Building Official, Plumbing, Electrical and Mechanical Plan Review and Inspection Services as required the Florida Building Code and Florida Statute
- Web based Building Department Software and support
- Provide Permit Technicians and Permit Administrators
- File Maintenance and organization
- Preparation of and filing of all required forms and documents
- The use of standardized checklists to minimize errors
- Maintenance of quantity and quality control through the utilization of software and comprehensive workflow systems
- Set turn around times for all project types will met, simple single discipline permits two days, single family residence 5 days, larger commercial projects 10 working days
- Expedited Plan Review for clients with scheduling issues.

The utilization of specific checklists for documentation and quality assurance

2.4.1 User Fee (Permit Fee) Based Compensation. Users of the Building Code Services Department shall pay Permit Fees and other Related fees according to the Fee Schedule in Exhibit "A". Contractor shall return to the TOWN 10% of the total revenues collected to cover the Town's administrative costs and other costs relating to the enforcement of the Florida Building Code on or about the 15th of the following month. The fee schedule may be adjusted annually by Resolution of the Town Commission in an amount equal the increase in the Consumer Price Index (CPI).

2.5 COMMUNITY SERVICES

A. Streets, Rights-of-Way and Facilities

- Contract administration for maintenance of public rights-of-way, landscaping and irrigation systems to provide safe and comfortable common grounds for the residents of TOWN.
- Contract administration for the construction, operation and maintenance of public facilities.
- Contract administration and coordination of sidewalk and streetlight maintenance for all public roadways to ensure safe passage throughout Surfside.
- Contract administration and oversight of the Town's solid waste/sanitation disposal operations.
- Recommend, develop and implement capital improvement plan for the Town.
- Provide contract administration and assist in seeking local, state and federal grants for improvements to the public works within TOWN.
- Perform any and all related services required by the Town Manager.

B. General and Municipal Engineering

- Administer the Town's NPDES/Stormwater Master Plan programs
- Manage traffic ways improvement projects/contracts implemented by the Town
- Oversee the operation and maintenance of water, wastewater, and stormwater utilities
- Perform related services as required by the Town Manager

Fixed Fee: $12,000.00 per month

2.6 TOWN WEBSITE

Host and maintain the Surfside website containing TOWN contact information, statistics, history, departmental and facility descriptions, Commission meeting schedules, meeting agendas, agenda packages, minutes, Town Codes and other data as requested by the Town Manager.

Fixed Fee: $1,000 per month for website hosting

2.7 EMERGENCY MANAGEMENT SERVICES

- Attend emergency management related meetings including the Local Mitigation Strategy Committee, emergency managers meetings, area meetings, and others as directed
- Participate in relevant training and exercises to inject the interests of the TOWN.

- Maintain and update plans, policies and procedures to maintain compliance and ensure rosters, MOUs, and contracts are current
- Monitor legal and regulatory changes impacting the TOWN's emergency management program
- Respond to inquiries regarding emergency management, evacuation and related issues

Fixed Fee: $1000 per month

2.8 ADDITIONAL MISCELLANEOUS SERVICES

In addition to the fee contracts listed above, the CONTRACTOR will also provide additional services on an hourly basis as required by the Town Manager, including, but not limited to, engineering, traffic engineering, landscape architect services, and survey services (CCNA services); as well as any other services requested by the TOWN.

Hourly Fee: See professional fee schedule attached as Exhibit "A"

SECTION 3. FEES FOR SERVICES

3.1 CONTRACTOR shall submit monthly invoices for compensation, but only after the services for which the invoices are submitted have been completed and shall submit with such invoice a detailed breakdown, indicating each task performed, person performing the work and time allocated to each task. This breakdown shall be supplied for all work performed by CONTRACTOR, whether fixed fee or hourly.

3.2 CONTRACTOR shall assign all work for which there is a cost recovery account to that account, at the hourly rates set forth in Exhibit "A." Any amounts assigned to cost recovery accounts that relate to fixed fee matters will be credited against the fixed fee amounts.

3.3 TOWN shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

3.4 Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONTRACTOR. When the above reasons for withholding payments are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by TOWN.

3.5 The fixed fees contained herein are based upon the amount of land development activity that has occurred in the past and will likely occur in the future for a period of three (3) years from the effective date of this Agreement.

3.6 All fixed and hourly fees will be increased by three percent (3%) on each anniversary date of this Agreement.

SECTION 4. TERM/TERMINATION

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	200.00

ENGINEERING

Associate, Engineering (VI)	175.00
Director, Engineering (V)	150.00
Project Manager (IV)	130.00
Resident Inspector	120.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	85.00
Senior CADD Technician Manager	100.00
CADD Technician	80.00
Traffic Technician	75.00
Permit Administrator	75.00
Clerical	70.00

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	150.00
GIS Coordinator	130.00
GIS Specialist	110.00
Multi-Media 3D Developer	90.00
GIS Technician	80.00
Sr. Applications Developer	
Private	160.00
Public	160.00
Applications Developer	
Private	120.00
Public	120.00
Network Engineer	130.00

CONSTRUCTION

Associate, Construction	150.00
Construction Management Director	120.00
Senior Inspector	90.00

EMERGENCY MANAGEMENT

Director	130.00
Planner	90.00
Jr. Planner	75.00

Executive Assistant	70.00

PLANNING

Associate, Planning	150.00
Director of Planning	130.00
Planning Administrator	120.00
Assistant Director	110.00
Planner	90.00
Jr. Planner	75.00

EXPERT WITNESS

Principal/Associate	300.00
Registered Engineer/Surveyor	250.00
Project Engineer	200.00

LANDSCAPE ARCHITECT

Associate, Landscape	150.00
Senior Landscape Architect	115.00
Environmental Administrator	110.00
Landscape Architect	100.00
Environmental Specialist	90.00
Landscape CADD Technician	80.00
Environmental Assistant	70.00

SURVEYING

Associate, Surveying	160.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	140.00
Survey Crew	125.00
Senior Registered Surveyor	130.00
Survey Coordinator	85.00
CADD Technician	80.00
Submeter G.P.S	65.00

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	100.00
Environmental Scientist	85.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective July 1, 2006

http://cgasp01/cga_intranet/Documents/Prof Fee Schedule eff July 2006.doc

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-giordano.com

4.1 TERM OF AGREEMENT – This Agreement shall commence on the date that this agreement is approved by the is fully executed by all parties and shall continue in full force and effect unless and until it is terminated as provided below.

4.2 TERMINATION – Without Cause – This Agreement may be terminated by TOWN for any reason or no reason upon thirty (30) calendar days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

4.3 TERMINATION – With Cause – This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONTRACTOR abandons this Agreement or causes it to be terminated by TOWN, CONTRACTOR shall indemnify TOWN against loss pertaining to this termination, including, but not limited to, reasonable costs incurred in transition to a replacement CONTRACTOR.

4.4 TERMINATION – Transfer of Ownership – This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the CONTRACTOR. CONTRACTOR shall notify Town Manager at least ten (10) business days before any such change in ownership of CONTRACTOR.

4.5 Upon termination, CONTRACTOR shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. It shall also reasonably assist the TOWN and any replacement CONTRACTORs in the transition, including taking any acts necessary to allow the transfer of the GIS system.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

a. CONTRACTOR has not performed services on a timely basis;
b. CONTRACTOR has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
c. CONTRACTOR has failed to obtain the approval of the TOWN where required by this Agreement;
d. CONTRACTOR has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

5.2. In the event CONTRACTOR fails to comply with the provisions of this Agreement, the TOWN may declare the CONTRACTOR in default and notify the CONTRACTOR in writing. In the event payment has been made for such professional services not completed, the CONTRACTOR shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time, pursuant to Section 4 above, and its right for damages under Section 5.3.

5.3. In an Event of Default by the CONTRACTOR, it shall be liable for all damages resulting from the default.

5.4. The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

SECTION 6. STATUS REPORTS AND UPDATES

On or before the first day of every month, CONTRACTOR shall prepare and deliver to the Town Manager status reports showing the status of all pending work authorizations and projects related to this Agreement.

SECTION 7. HOURS OF OPERATION

CONTRACTOR shall maintain fully staffed business hours equal to, but not less than, the Town's business hours of 8 AM to 5 PM, Monday through Friday, with the following holidays accepted:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

SECTION 8. POLICY OF NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION 9. DRUG FREE WORKPLACE

CONTRACTOR shall maintain a Drug Free Workplace.

SECTION 10. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. Personal services provided by CONTRACTOR shall be by employees of CONTRACTOR and subject to supervision by CONTRACTOR, and not as officers or employees of TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR.

SECTION 11. ASSIGNMENT

Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR, without the prior written consent of the Town Manager.

SECTION 12. CONFLICTS OF INTEREST

12.1 CONTRACTOR shall not perform any services for any private sector clients (including, but not limited to, developers, corporations, real estate investors, etc.) on projects within the jurisdictional boundaries of the TOWN.

12.2 CONTRACTOR acknowledges that, in the course of performing the services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the TOWN and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to CONTRACTOR or of which CONTRACTOR may otherwise become aware are and shall be and remain the confidential information of the TOWN ("Confidential Information"), unless otherwise deemed "public" by law. The CONTRACTOR will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. CONTRACTOR further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the TOWN or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). CONTRACTOR affirms that it will not disclose such information and that if it determines that there could be a conflict, or potential conflict of interest, CONTRACTOR and/or its agents will immediately advise the Town Manager.

12.3 CONTRACTOR shall not review or perform any services regarding any application made by any client of CONTRACTOR, even if the services CONTRACTOR performs for such client are unrelated to the TOWN. In such instance, CONTRACTOR shall disclose the relationship immediately to the Town Manager, who may retain an alternate CONTRACTOR for those services. If the services relate to a fixed fee service, the fees for the alternate CONTRACTOR shall be deducted from the fixed fee paid to CONTRACTOR.

12.4 Neither CONTRACTOR nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment related to its performance under this Agreement.

12.5 CONTRACTOR shall immediately notify TOWN if any public records are requested of CONTRACTOR and/or if issues are discovered by CONTRACTOR that may adversely impact TOWN.

12.6 CONTRACTOR further agrees to use best efforts to maintain open, honest and direct communication with the Town Manager and Town Attorney in the performance of services required pursuant to this Agreement.

SECTION 13. INDEMNIFICATION

13.1 CONTRACTOR shall indemnify, defend and hold harmless TOWN, its officials, appointed officers, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there from, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement.

13.2 CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 14, Insurance.

13.3 CONTRACTOR shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

SECTION 14. INSURANCE

14.1 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurances required pursuant to the Request for Qualifications. Proof of all insurance policies shall be approved by the Town Manager. CONTRACTOR shall not allow any Subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.2 CONTRACTOR shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with the policy limits outlined below:

- Workers' Compensation Insurance – as required by law.
- Employer's Liability Insurance - $1,000,000 per occurrence.
- Professional Liability Insurance – $1,000,000 per occurrence, $5,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed $100,000.00 per claim.

- Automobile Liability Insurance - $500,000 per occurrence, $500,000 per accident for bodily injury and $500,000 per accident for property damage.

The successful proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the TOWN of Surfside as additional insured and deductibles for each coverage at amounts approved by the Town Manager. CONTRACTOR shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date of execution of this Agreement. Upon request of TOWN, CONTRACTOR shall make available for inspection copies of any claims filed or made against any policy during the policy term. CONTRACTOR shall additionally notify TOWN, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of $250,000 during the policy term. The Town Manager may require any other insurance coverage it deems necessary depending upon the exposures.

14.3 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Town Manager or designee prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, with financial ratings acceptable to the Town Manager. The TOWN shall be named as an additional insured on all insurance policies.

14.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

SECTION 15. REPRESENTATIVE OF TOWN AND CONTRACTOR

15.1 It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONTRACTOR designates George Keller as the representative of CONTRACTOR to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

15.2 The parties recognize that George Keller's long history with CONTRACTOR and the South Florida community is a material inducement to the TOWN entering into this Agreement. Accordingly, unless excused by the Town Manager, George Keller shall personally attend weekly staff meetings and all regular Commission Meetings.

15.3 The Town Manager shall have the right to require CONTRACTOR to change any personnel working on TOWN projects upon providing CONTRACTOR with a ten (10) day written notice.

SECTION 16. COSTS AND ATTORNEY'S FEES

If either TOWN or CONTRACTOR is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 17. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONTRACTOR:

Dennis J. Giordano, President
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Telephone: (954) 921-7791
Facsimile: (954) 921-8807

FOR TOWN:

W.D. Higginbotham, Town Manager
Town of Surfside
9293 Harding Street
Surfside, Florida 33154
Telephone: (305) 993-1051
Facsimile: (305) 993-5097

With Copy to:

Lynn Dannheisser, Esq.
Town Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 18. RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE

18.1 Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

18.2 Rights in Data. Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of TOWN and TOWN shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONTRACTOR. TOWN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

18.3 Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such

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copyright protection is available for the Town. CONTRACTOR shall not include in the data any copyrighted matter unless CONTRACTOR obtains the written approval of the Town Manager and provides said Town Manager with written permission of the copyright owner for CONTRACTOR to use such copyrighted matter in the manner provide herein.

18.4 If this Agreement is terminated for any reason prior to completion of the work, the TOWN may, in its discretion, use any design and documents prepared hereunder.

SECTION 19. SUBCONTRACTORS

Subcontractors, if needed, shall be subject to the prior written approval of the Town Manager.

SECTION 20. COMPLIANCE WITH LAWS

CONTRACTOR shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

SECTION 21. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

SECTION 22. OWNERSHIP OF DOCUMENTS

CONTRACTOR understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONTRACTOR or which is otherwise obtained or prepared by CONTRACTOR under the terms of this Agreement is and shall at all times remain the property of the TOWN. CONTRACTOR agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his sole discretion.

SECTION 23. AUDIT AND INSPECTION RIGHTS

23.1 The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONTRACTOR under this Agreement, audit, or cause to be audited, those books and records of CONTRACTOR that are related to CONTRACTOR's performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

23.2 The TOWN may, at reasonable times during the term hereof, inspect CONTRACTOR's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONTRACTOR under this Agreement conform to the terms of this Agreement. CONTRACTOR shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

SECTION 24. WARRANTIES OF CONTRACTOR

The CONTRACTOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 25. PUBLIC RECORDS

CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosure under applicable law. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the TOWN.

SECTION 26. NO CONTINGENT FEES

The CONTRACTOR (for all services secured pursuant to CCNA, Chapter 287.055, Florida Statutes) warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gist, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 27. GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

SECTION 28. HEADINGS

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

SECTION 29. SEVERABILITY

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

SECTION 30. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

SECTION 31. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32. SURVIVAL OF PROVISIONS

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

SECTION 33. ENTIRE AGREEMENT

33.1 This Agreement and its attachments constitute the entire agreement between CONTRACTOR and TOWN, and all negotiations and oral understandings between the parties are merged herein.

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

SECTION 34. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

SECTION 35. CONTENT OF THE REQUEST FOR PROPOSAL

The content of relevant provisions of the Request for Qualifications (RFQ) are hereby incorporated by reference into this Agreement and is attached as Exhibit "B."

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Services Agreement on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its mayor, authorized to execute same by Commission action on the 13th day of Nov., 2007; and Dennis J. Giordano authorized to execute same.

TOWN OF SURFSIDE, through its Town Commission

By:_____, Mayor

27th day of November, 2007

ATTEST:

_____, Town Clerk

Approved as to form and legality by Office of the Town Attorney

By:_____, Town Attorney

27 day of Nov., 2007

_____, Town Manager

27th day of November, 2007

(TOWN SEAL)

CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation

By:_____
Dennis J. Giordano, President

Witness:

Jacqueline Chavez
Print Name

Jana Glass
Print Name

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,093

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER	DATE APPROVED 11/13/2007	CGA PROJECT NUMBER 07-1539

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
GENERAL SERVICES AGREEMENT	PLANNING AND ZONING PROCESS FY12		$63,654
	AS PER GENERAL SERVICES AGREEMENT		
	BUDGET REPRESENTS		
	12 MOS @ $5,304.50		
	REPLACES PO# 100,060		
	DEPT. BLDG.		
	ACCT. # 001-2500-524-3410		
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.		
	DEPARTMENT HEAD		

- Planning + Zoning
- Community Development Director
- All under General Agreement
- Annual Renewals

Add for FY2012

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Town Manager

PURCHASE ORDER

TOWN OF SURFSIDE

No. 100,060

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 11/13/2007 **CGA PROJECT NUMBER** 07-1539

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
GENERAL SERVICES AGREEMENT	PLANNING AND ZONING PROCESS FY11 **AS PER GENERAL SERVICES AGREEMENT** BUDGET REPRESENTS 12 MOS @ $5,304.50 REPLACES PO# 100,044		$63,654
	DEPT. Building Dept ACCT. # 001-2300-524-3110 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD		

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IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Town Manager

PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,044

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER

DATE APPROVED 11/13/2007

CGA PROJECT NUMBER 07-15

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
GENERAL SERVICES AGREEMENT	PLANNING AND ZONING PROCESS FY10		$63,442.25
	AS PER GENERAL SERVICES AGREEMENT	10/31/09	(5,150.00)
	BUDGET REPRESENTS 1 ½ MOS THRU 11/15/09 @$5,150	11/30/09	(5,227.25)
	& 10 ½ MOS THRU 9/30/10 @ $5,304.50	12/31/09	(5304.50)
		1/31/10	(5304.50)
	REPLACES PO# 100,030	2/28/10	(5304.50)
		3/31/2010	(5304.50)
		4/30/10	(5304.50)
		5/31/2010	(5304.50)
		6/30/10	(5304.50)
		7/31/10	(5304.50)
		8/31/10	(5449.75)
	DEPT. Building Dept.		
	ACCT. # 001-2500-524-3110		
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.		funds available
	DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Town Manager

PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,030

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 11/13/2007 _____ **CGA PROJECT NUMBER** 07-1

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
GENERAL SERVICES AGREEMENT	PLANNING AND ZONING PROCESS FY09		$61,575.00
	AS PER GENERAL SERVICES AGREEMENT		
	BUDGET REPRESENTS 1 ½ MOS THRU 12/31/08 @$5,000		
	& 10 ½ MOS THRU 9/30/08 @ $5,150		
	11/28/08	#31753	(5,000.00)
	1/16/09	#31889	(5,075.00)
	3/20/09	#32116	(5,150.00)
	4/17/09	#32633	(5,150.00)
	4/24/09	#32898	(5,150.00)
	5/15/09	#33038	(5,150.00)
	6/12/09	#33487	(5,150.00)
	7/24/09	#33602	(5,150.00)
	8/13/09	#33865	(5,150.00)
	8/31/09	#34195	(5,150.00)
	10/15/09	#34451	(5,150.00)
	10/15/09	#34857	(5,150.00)
	DEPT. Building Dept		
	ACCT. # 001-2500-524-3110		
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.		
	DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary Word
Town Manager

PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,003

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER **DATE APPROVED** 11/13/2007 **CGA PROJECT NUMBER** 07-1539

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
GENERAL SERVICES AGREEMENT	PLANNING AND ZONING PROCESS	$5,000.00 PER MONTH	$52,500.00
	AS PER GENERAL SERVICES AGREEMENT		
	BUDGET REPRESENTS 10 ½ MONTHS THRU 09/30/08		
	Inv #27636 1/17/08	2/1/08	(5,000)
	DEPT. Legislative		
	ACCT. # 001-1000-515-49-00		
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.		
	DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L Word
Town Manager

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,092

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 11/13/2007 **CGA PROJECT NUMBER** 07-1536

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
GENERAL SERVICES AGREEMENT	COMMUNITY DEVELOPMENT DIRECTOR FY12 **AS PER GENERAL SERVICES AGREEMENT** MONTHLY LUMP SUM $7,123.42 REPLACES PO# 100,059 DEPT. _____ ACCT. # 001-2000-512-3110 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. _____ DEPARTMENT HEAD		$85,481.04

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Town Manager

PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,059

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 11/13/2007 **CGA PROJECT NUMBER** 07-1536

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
GENERAL SERVICES AGREEMENT	COMMUNITY DEVELOPMENT DIRECTOR FY11 **AS PER GENERAL SERVICES AGREEMENT** MONTHLY LUMP SUM $4,623.42 Reimbursables are additional to P.O. REPLACES PO# 100,045		$55,481

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DEPT. Executive
ACCT. # 001-2000-512-3110
I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.

DEPARTMENT HEAD

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Town Manager

PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,045

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER	DATE APPROVED 11/13/2007	CGA PROJECT NUMBER 07-1536

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
GENERAL SERVICES AGREEMENT	COMMUNITY DEVELOPMENT DIRECTOR FY10		$55,481
	AS PER GENERAL SERVICES AGREEMENT	10/31/09	(4,623.42)
	MONTHLY LUMP SUM $4,623.42	11/30/09	(4,623.42)
		12/31/09	(4,623.42)
		1/31/10	(4623.42)
		2/28/10	(4623.42)
	REPLACES PO# 100,029	3/31/10	(4,623.42)
		4/30/10	(4623.42)
		5/31/10	(4623.42
	George Keller	6/30/10	(4623.42)
	Sarah Sinatra	7/31/10	(4623.42)
		8/31/10	(4623.42
	DEPT. Executive		
	ACCT. # 001-2000-512-3110		
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.		funds available
	DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L Word
Town Manager

PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,029

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER

DATE APPROVED 11/13/2007

CGA PROJECT NUMBER 07-1536

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
GENERAL SERVICES AGREEMENT	COMMUNITY DEVELOPMENT DIRECTOR FY09		$92,362.50
	AS PER GENERAL SERVICES AGREEMENT		
	BUDGET REPRESENTS 1 ½ MOS THRU 12/31/08 @$7,500		
	& 10 ½ MOS THRU 9/30/08 @ $7,725		
	11/28/08	#31752	(7500.00)
	1/9/09	#31887	(7612.50)
	3/20/09	#32114	(7,725.00)
	3/31/09	#32631	(7,725.00)
	4/24/09	#32896	(7,725.00)
	6/5/09	#33486	(7,725.00)
	6/12/09	#33037	(7,725.00)
	7/24/09	#33601	(7,725.00)
	7/30/09	#33864	(7,725.00)
	8/21/09	#34194	(7,725.00)
	10/15/09	#34449	(7,725.00)
	10/15/09	#34856	(7725.00)
	DEPT. Executive/Reimbursables		
	ACCT. # 001-2000-512-3110		
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.		
	DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L. Word
Town Manager

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AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

TOWN OF SURFSIDE, FLORIDA

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into this 13th day of Nov., 2007, by and between the TOWN OF SURFSIDE, a Florida municipal corporation (the "TOWN"), and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation (the "CONTRACTOR").

WHEREAS, the TOWN is in need of a qualified consulting firm to act as the Town's Consulting, Planning, Engineering, Building and Code Compliance firm in a continuing contract for services, including but not limited to planning; GIS support/implementation of system; redevelopment efforts; disaster recovery; landscape architecture; engineering; building, including plan review, field inspections, on-call services and qualified Building Official; and code compliance services to include the provision of qualified Code Compliance Officers ("Professional Services"); and

WHEREAS, the TOWN, pursuant to a Request for Qualifications selected CONTRACTOR to perform the aforementioned services as an independent contractor to TOWN; and

WHEREAS, Calvin, Giordano & Associates, Inc., performs these services for many governmental entities, including other municipalities, and has offered to provide high-level services to the TOWN for a reasonable cost; and

WHEREAS, the TOWN and CONTRACTOR desire to enter into an agreement setting forth the terms and conditions upon which the aforementioned Professional Services will be provided by CONTRACTOR; and

WHEREAS, TOWN has followed the selection and negotiation process for all services that require compliance with the Florida Consultant's Competitive Negotiation Act (CCNA) (Chapter 287.055, Florida Statutes), as amended.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. INCORPORATION, CONVENIENCE AND INTENT

The foregoing recitations are true and correct and are hereby incorporated by reference. The parties acknowledge that professional engineering services, landscape architect services and surveying services all fall within the requirements of the Florida Consultant's Competitive Negotiation Act (CCNA), Chapter 287.005, Florida Statutes. The parties further acknowledge that for purposes of contract preparation and convenience, non-CCNA and CCNA services have been combined. As used in this Agreement, Professional Services, shall mean all services that CONTRACTOR is required to provide herein.

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR shall perform Professional Services for the TOWN consisting of the following: community development, planning & zoning, landscape architecture, general and municipal engineering, emergency management services and associated miscellaneous services.

2.1 PLANNING SERVICES

2.1.1 Comprehensive Planning

2.1.2 Community Development Director 07-1536 60

The CONTRACTOR shall provide a Community Development Director to TOWN which shall be responsible for providing the following services:

- Provide information to the general public as it relates to all land development activities within the TOWN.
- Provide information to builders and developers as it relates to policies and procedures within the TOWN relative to land planning within the TOWN.
- Oversee the development, maintenance and updating of land use and zoning maps as required by local and state agencies.
- Attend all staff meetings, all Town Commission meetings and any workshops, at which attendance by the CONTRACTOR is deemed necessary by the Town Manager and attend all County and State agency meetings and forums as required by the Town Manager and report back to Town Manager regarding meeting agendas, goals and any relevant discussions.
- Supervise and coordinate the building permit process with respect to zoning and fire marshal review.
- Develop, establish and supervise the system for the issuance of certificates of use and occupational licenses.
- Act as liaison between the TOWN, County, South Florida Regional Planning Council and State Department of Community Affairs.
- Develop policies and procedures regarding all planning and zoning activities, and develop schedules and time frames for processing all land development activities (including, but not limited to rezoning).
- Provide information to Town Manager and Town Commissioners on all relevant and applicable planning issues.
- Provide all internal support services attendant to the above.
- Perform any and all related services required by this position.

Fixed Fee: **$7,500.00 per month**

2.1.3 Planning and Zoning Process 07-1539 60

- Provide all staff services for Planning and Zoning Review Process.
- Provide and maintain a zoning ordinance, related documents and make recommendations the Town Manager regarding amendments to said ordinance.

- Provide and maintain a comprehensive plan and related documents.
- Perform any and all related services required for Planning and Zoning Services.

Fixed Fee: **$5,000.00 per month**

2.2 DESIGN SERVICES (LANDSCAPE ARCHITECTURE)

- CONTRACTOR shall provide the necessary personnel and equipment for special project design, permitting, inspections, special reports, studies, and other related services as required by the Town Manager on a project-by-project basis, for which CONTRACTOR shall submit a schedule of work to be performed.

Cost Proposal Hourly Fee: **A cost proposal in the form of a work authorization shall be submitted for each new project to the Town Manager. Any work performed due to the cost proposal shall be based upon CONTRACTOR's lowest hourly fee.**

2.3 CODE ENFORCEMENT/SPECIAL MASTER PROCESS ADMINISTRATION 07-1540

- Provide administrative/management direction and oversight to field code enforcement staff and office support staff.
- Provide management, process and procedures for administration of the Special Master Process.
- Utilize "Inkforce" software system capable of generating and tracking all code violations and scheduling follow-up inspections as necessary. (software licenses and hardware available at additional cost)
- Perform any and all related services required by this position.

Fixed Fee: **$2,000.00 per month**

2.4 BUILDING CODE SERICES

- Provide Building Official, Plumbing, Electrical and Mechanical Plan Review and Inspection Services as required the Florida Building Code and Florida Statute
- Web based Building Department Software and support
- Provide Permit Technicians and Permit Administrators
- File Maintenance and organization
- Preparation of and filing of all required forms and documents
- The use of standardized checklists to minimize errors
- Maintenance of quantity and quality control through the utilization of software and comprehensive workflow systems
- Set turn around times for all project types will met, simple single discipline permits two days, single family residence 5 days, larger commercial projects 10 working days
- Expedited Plan Review for clients with scheduling issues.

The utilization of specific checklists for documentation and quality assurance

2.4.1 User Fee (Permit Fee) Based Compensation. Users of the Building Code Services Department shall pay Permit Fees and other Related fees according to the Fee Schedule in Exhibit "A". Contractor shall return to the TOWN 10% of the total revenues collected to cover the Town's administrative costs and other costs relating to the enforcement of the Florida Building Code on or about the 15th of the following month. The fee schedule may be adjusted annually by Resolution of the Town Commission in an amount equal the increase in the Consumer Price Index (CPI).

2.5 COMMUNITY SERVICES 07-1541 10 60

A. Streets, Rights-of-Way and Facilities

- Contract administration for maintenance of public rights-of-way, landscaping and irrigation systems to provide safe and comfortable common grounds for the residents of TOWN.
- Contract administration for the construction, operation and maintenance of public facilities.
- Contract administration and coordination of sidewalk and streetlight maintenance for all public roadways to ensure safe passage throughout Surfside.
- Contract administration and oversight of the Town's solid waste/sanitation disposal operations.
- Recommend, develop and implement capital improvement plan for the Town.
- Provide contract administration and assist in seeking local, state and federal grants for improvements to the public works within TOWN.
- Perform any and all related services required by the Town Manager.

B. General and Municipal Engineering

- Administer the Town's NPDES/Stormwater Master Plan programs
- Manage traffic ways improvement projects/contracts implemented by the Town
- Oversee the operation and maintenance of water, wastewater, and stormwater utilities
- Perform related services as required by the Town Manager

Fixed Fee: $12,000.00 per month

2.6 TOWN WEBSITE 07-1542 30

Host and maintain the Surfside website containing TOWN contact information, statistics, history, departmental and facility descriptions, Commission meeting schedules, meeting agendas, agenda packages, minutes, Town Codes and other data as requested by the Town Manager.

Fixed Fee: $1,000 per month for website hosting

2.7 EMERGENCY MANAGEMENT SERVICES 07-1544 16

- Attend emergency management related meetings including the Local Mitigation Strategy Committee, emergency managers meetings, area meetings, and others as directed
- Participate in relevant training and exercises to inject the interests of the TOWN.

- Maintain and update plans, policies and procedures to maintain compliance and ensure rosters, MOUs, and contracts are current
- Monitor legal and regulatory changes impacting the TOWN's emergency management program
- Respond to inquiries regarding emergency management, evacuation and related issues

Fixed Fee: $1000 per month

2.8 ADDITIONAL MISCELLANEOUS SERVICES

In addition to the fee contracts listed above, the CONTRACTOR will also provide additional services on an hourly basis as required by the Town Manager, including, but not limited to, engineering, traffic engineering, landscape architect services, and survey services (CCNA services); as well as any other services requested by the TOWN.

Hourly Fee: See professional fee schedule attached as Exhibit "A"

SECTION 3. FEES FOR SERVICES

3.1 CONTRACTOR shall submit monthly invoices for compensation, but only after the services for which the invoices are submitted have been completed and shall submit with such invoice a detailed breakdown, indicating each task performed, person performing the work and time allocated to each task. This breakdown shall be supplied for all work performed by CONTRACTOR, whether fixed fee or hourly.

3.2 CONTRACTOR shall assign all work for which there is a cost recovery account to that account, at the hourly rates set forth in Exhibit "A." Any amounts assigned to cost recovery accounts that relate to fixed fee matters will be credited against the fixed fee amounts.

3.3 TOWN shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

3.4 Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONTRACTOR. When the above reasons for withholding payments are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by TOWN.

3.5 The fixed fees contained herein are based upon the amount of land development activity that has occurred in the past and will likely occur in the future for a period of three (3) years from the effective date of this Agreement.

3.6 All fixed and hourly fees will be increased by three percent (3%) on each anniversary date of this Agreement.

SECTION 4. TERM/TERMINATION

4.1 TERM OF AGREEMENT – This Agreement shall commence on the date that this agreement is approved by the is fully executed by all parties and shall continue in full force and effect unless and until it is terminated as provided below.

4.2 TERMINATION – Without Cause – This Agreement may be terminated by TOWN for any reason or no reason upon thirty (30) calendar days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

4.3 TERMINATION – With Cause – This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONTRACTOR abandons this Agreement or causes it to be terminated by TOWN, CONTRACTOR shall indemnify TOWN against loss pertaining to this termination, including, but not limited to, reasonable costs incurred in transition to a replacement CONTRACTOR.

4.4 TERMINATION – Transfer of Ownership – This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the CONTRACTOR. CONTRACTOR shall notify Town Manager at least ten (10) business days before any such change in ownership of CONTRACTOR.

4.5 Upon termination, CONTRACTOR shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. It shall also reasonably assist the TOWN and any replacement CONTRACTORs in the transition, including taking any acts necessary to allow the transfer of the GIS system.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

a. CONTRACTOR has not performed services on a timely basis;
b. CONTRACTOR has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
c. CONTRACTOR has failed to obtain the approval of the TOWN where required by this Agreement;
d. CONTRACTOR has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

5.2. In the event CONTRACTOR fails to comply with the provisions of this Agreement, the TOWN may declare the CONTRACTOR in default and notify the CONTRACTOR in writing. In the event payment has been made for such professional services not completed, the CONTRACTOR shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time, pursuant to Section 4 above, and its right for damages under Section 5.3.

5.3. In an Event of Default by the CONTRACTOR, it shall be liable for all damages resulting from the default.

5.4. The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

SECTION 6. STATUS REPORTS AND UPDATES

On or before the first day of every month, CONTRACTOR shall prepare and deliver to the Town Manager status reports showing the status of all pending work authorizations and projects related to this Agreement.

SECTION 7. HOURS OF OPERATION

CONTRACTOR shall maintain fully staffed business hours equal to, but not less than, the Town's business hours of 8 AM to 5 PM, Monday through Friday, with the following holidays accepted:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

SECTION 8. POLICY OF NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION 9. DRUG FREE WORKPLACE

CONTRACTOR shall maintain a Drug Free Workplace.

SECTION 10. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. Personal services provided by CONTRACTOR shall be by employees of CONTRACTOR and subject to supervision by CONTRACTOR, and not as officers or employees of TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR.

SECTION 11. ASSIGNMENT

Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR, without the prior written consent of the Town Manager.

SECTION 12. CONFLICTS OF INTEREST

12.1 CONTRACTOR shall not perform any services for any private sector clients (including, but not limited to, developers, corporations, real estate investors, etc.) on projects within the jurisdictional boundaries of the TOWN.

12.2 CONTRACTOR acknowledges that, in the course of performing the services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the TOWN and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to CONTRACTOR or of which CONTRACTOR may otherwise become aware are and shall be and remain the confidential information of the TOWN ("Confidential Information"), unless otherwise deemed "public" by law. The CONTRACTOR will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. CONTRACTOR further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the TOWN or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). CONTRACTOR affirms that it will not disclose such information and that if it determines that there could be a conflict, or potential conflict of interest, CONTRACTOR and/or its agents will immediately advise the Town Manager.

12.3 CONTRACTOR shall not review or perform any services regarding any application made by any client of CONTRACTOR, even if the services CONTRACTOR performs for such client are unrelated to the TOWN. In such instance, CONTRACTOR shall disclose the relationship immediately to the Town Manager, who may retain an alternate CONTRACTOR for those services. If the services relate to a fixed fee service, the fees for the alternate CONTRACTOR shall be deducted from the fixed fee paid to CONTRACTOR.

12.4 Neither CONTRACTOR nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment related to its performance under this Agreement.

12.5 CONTRACTOR shall immediately notify TOWN if any public records are requested of CONTRACTOR and/or if issues are discovered by CONTRACTOR that may adversely impact TOWN.

12.6 CONTRACTOR further agrees to use best efforts to maintain open, honest and direct communication with the Town Manager and Town Attorney in the performance of services required pursuant to this Agreement.

SECTION 13. INDEMNIFICATION

13.1 CONTRACTOR shall indemnify, defend and hold harmless TOWN, its officials, appointed officers, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there from, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement.

13.2 CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 14, Insurance.

13.3 CONTRACTOR shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

SECTION 14. INSURANCE

14.1 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurances required pursuant to the Request for Qualifications. Proof of all insurance policies shall be approved by the Town Manager. CONTRACTOR shall not allow any Subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.2 CONTRACTOR shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with the policy limits outlined below:

- Workers' Compensation Insurance – as required by law.
- Employer's Liability Insurance - $1,000,000 per occurrence.
- Professional Liability Insurance – $1,000,000 per occurrence, $5,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed $100,000.00 per claim.

- Automobile Liability Insurance - $500,000 per occurrence, $500,000 per accident for bodily injury and $500,000 per accident for property damage.

The successful proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the TOWN of Surfside as additional insured and deductibles for each coverage at amounts approved by the Town Manager. CONTRACTOR shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date of execution of this Agreement. Upon request of TOWN, CONTRACTOR shall make available for inspection copies of any claims filed or made against any policy during the policy term. CONTRACTOR shall additionally notify TOWN, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of $250,000 during the policy term. The Town Manager may require any other insurance coverage it deems necessary depending upon the exposures.

14.3 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Town Manager or designee prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, with financial ratings acceptable to the Town Manager. The TOWN shall be named as an additional insured on all insurance policies.

14.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

SECTION 15. REPRESENTATIVE OF TOWN AND CONTRACTOR

15.1 It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONTRACTOR designates George Keller as the representative of CONTRACTOR to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

15.2 The parties recognize that George Keller's long history with CONTRACTOR and the South Florida community is a material inducement to the TOWN entering into this Agreement. Accordingly, unless excused by the Town Manager, George Keller shall personally attend weekly staff meetings and all regular Commission Meetings.

15.3 The Town Manager shall have the right to require CONTRACTOR to change any personnel working on TOWN projects upon providing CONTRACTOR with a ten (10) day written notice.

SECTION 16. COSTS AND ATTORNEY'S FEES

If either TOWN or CONTRACTOR is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 17. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONTRACTOR:

Dennis J. Giordano, President
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Telephone: (954) 921-7791
Facsimile: (954) 921-8807

FOR TOWN:

W.D. Higginbotham, Town Manager
Town of Surfside
9293 Harding Street
Surfside, Florida 33154
Telephone: (305) 993-1051
Facsimile: (305) 993-5097

With Copy to:

Lynn Dannheisser, Esq.
Town Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 18. RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE

18.1 Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

18.2 Rights in Data. Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of TOWN and TOWN shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONTRACTOR. TOWN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

18.3 Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such

copyright protection is available for the Town. CONTRACTOR shall not include in the data any copyrighted matter unless CONTRACTOR obtains the written approval of the Town Manager and provides said Town Manager with written permission of the copyright owner for CONTRACTOR to use such copyrighted matter in the manner provide herein.

18.4 If this Agreement is terminated for any reason prior to completion of the work, the TOWN may, in its discretion, use any design and documents prepared hereunder.

SECTION 19. SUBCONTRACTORS

Subcontractors, if needed, shall be subject to the prior written approval of the Town Manager.

SECTION 20. COMPLIANCE WITH LAWS

CONTRACTOR shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

SECTION 21. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

SECTION 22. OWNERSHIP OF DOCUMENTS

CONTRACTOR understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONTRACTOR or which is otherwise obtained or prepared by CONTRACTOR under the terms of this Agreement is and shall at all times remain the property of the TOWN. CONTRACTOR agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his sole discretion.

SECTION 23. AUDIT AND INSPECTION RIGHTS

23.1 The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONTRACTOR under this Agreement, audit, or cause to be audited, those books and records of CONTRACTOR that are related to CONTRACTOR's performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

23.2 The TOWN may, at reasonable times during the term hereof, inspect CONTRACTOR's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONTRACTOR under this Agreement conform to the terms of this Agreement. CONTRACTOR shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

SECTION 24. WARRANTIES OF CONTRACTOR

The CONTRACTOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 25. PUBLIC RECORDS

CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosure under applicable law. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the TOWN.

SECTION 26. NO CONTINGENT FEES

The CONTRACTOR (for all services secured pursuant to CCNA, Chapter 287.055, Florida Statutes) warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gist, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 27. GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

SECTION 28. HEADINGS

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

SECTION 29. SEVERABILITY

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

SECTION 30. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

SECTION 31. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32. SURVIVAL OF PROVISIONS

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

SECTION 33. ENTIRE AGREEMENT

33.1 This Agreement and its attachments constitute the entire agreement between CONTRACTOR and TOWN, and all negotiations and oral understandings between the parties are merged herein.

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

SECTION 34. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

SECTION 35. CONTENT OF THE REQUEST FOR PROPOSAL

The content of relevant provisions of the Request for Qualifications (RFQ) are hereby incorporated by reference into this Agreement and is attached as Exhibit "B."

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Services Agreement on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its mayor, authorized to execute same by Commission action on the 13th day of Nov., 2007; and Dennis J. Giordano authorized to execute same.

ATTEST:

_____, Town Clerk

TOWN OF SURFSIDE, through its Town Commission

By: _____, Mayor

27th day of November, 2007

Approved as to form and legality by Office of the Town Attorney

By: _____, Town Attorney

27 day of Nov, 2007

_____, Town Manager

27th day of November, 2007

(TOWN SEAL)

CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation

By: _____
Dennis J. Giordano, ~~President~~

Witness:

_____
Jacqueline Chavez
Print Name

_____
Jana Glass
Print Name

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

PROFESSIONAL FEE SCHEDULE

Principal	200.00

ENGINEERING

Associate, Engineering (VI)	175.00
Director, Engineering (V)	150.00
Project Manager (IV)	130.00
Resident Inspector	120.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	85.00
Senior CADD Technician Manager	100.00
CADD Technician	80.00
Traffic Technician	75.00
Permit Administrator	75.00
Clerical	70.00

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	150.00
GIS Coordinator	130.00
GIS Specialist	110.00
Multi-Media 3D Developer	90.00
GIS Technician	80.00
Sr. Applications Developer	
Private	160.00
Public	160.00
Applications Developer	
Private	120.00
Public	120.00
Network Engineer	130.00

CONSTRUCTION

Associate, Construction	150.00
Construction Management Director	120.00
Senior Inspector	90.00

EMERGENCY MANAGEMENT

Director	130.00
Planner	90.00
Jr. Planner	75.00

Executive Assistant	70.00

PLANNING

Associate, Planning	150.00
Director of Planning	130.00
Planning Administrator	120.00
Assistant Director	110.00
Planner	90.00
Jr. Planner	75.00

EXPERT WITNESS

Principal/Associate	300.00
Registered Engineer/Surveyor	250.00
Project Engineer	200.00

LANDSCAPE ARCHITECT

Associate, Landscape	150.00
Senior Landscape Architect	115.00
Environmental Administrator	110.00
Landscape Architect	100.00
Environmental Specialist	90.00
Landscape CADD Technician	80.00
Environmental Assistant	70.00

SURVEYING

Associate, Surveying	160.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	140.00
Survey Crew	125.00
Senior Registered Surveyor	130.00
Survey Coordinator	85.00
CADD Technician	80.00
Submeter G.P.S	65.00

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	100.00
Environmental Scientist	85.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services
Governmental Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

http://cgasp01/cga_intranet/Documents/Prof Fee Schedule eff July 2006.doc

Effective July 1, 2006

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

TOWN OF SURFSIDE GOVERNMENT SERVICES
PROFESSIONAL FEE SCHEDULE

BUILDING CODE

Director, Bldg Code	140.00
Building Official	110.00
Chief Bldg Inspector	95.00
Plans Examiner	80.00
Inspector-Bldg Code	75.00
Permit Technician	65.00

GOVERNMENT SERVICES

Associate of Government Svcs	150.00
Sr. Code Enforcement Inspector	90.00
Code Enforcement Inspector	75.00

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services
Governmental Services

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Effective July 1, 2006

Work Authorizations over $8,500 Not Included in the Basic Agreement Scope of Work

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,022

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER 07-1763 DATE APPROVED 09/14/08 CGA PROJECT NUMBER 06-5355.12

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
COMMUNTIY CENTER PM SVCS	COMMUNITY CENTER PROJECT MANAGEMENT SERVICES	$305,550.00	$305,550.00
	CONTRACT COST—INCLUDES REIMBURSABLES		
	(FY2008) 9/26/08	#31115	(48,612.16)
	(FY2008) 10/24/08	#31117	(9,130.00)
	(FY2008) 11/28/08	#31456	(7,989.32)
	(FY2009) 11/28/08	#31775	(16,351.75)
	(FY2009) 1/9/09	#31912	(3,541.68)
	(FY2009) 3/20/09	#32134	(298.00)
	(FY2009) 4/24/09	#32652	(1120.00)
	(FY2009) 4/24/09	#32915	(980.00)
	(FY2009) 5/15/09	#33059	(4,550.00)
	(FY2009) 6/5/09	#33505	(9,507.50)
	(FY2009) 7/24/09	#33616	(2365.00)
	(FY2009)	#33883	(860.00)
		33887	(4,117.45)
	CANCELLATION (NON-HNY)	VARIOUS	(20,933.97)
	8/31/09	#34215	(7,277.50)
	10/15/09	#34467	(7267.50)
	10/15/09	#34874	(4,909.00)
			149,810.78
		Deferred (70887)	Remaining 155,739.22

DEPT. Community Center

ACCT. # 301-4400-539-6210

I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT

9/29/08

DEPARTMENT HEAD

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L Word

Town Manager

Del Renewal

RESOLUTION NO. 2007-1743

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH CALVIN, GIORDANO & ASSOCIATES, INC. FOR PROJECT MANAGEMENT SERVICES.

WHEREAS, Calvin, Giordano & Associates, Inc. (the "Consultant"), responded to a Request for Qualifications for Project Management Services (the "RFQ"); and

WHEREAS, the Town, upon review of responses to the RFQ, selected the Consultant; and

WHEREAS, the Town, has negotiated a contract with the Consultant setting forth the terms of the services to be performed.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. **Agreement for Project Management Services.** The attached Agreement for Project Management Services is hereby approved.

Section 3. **Authorization.** The appropriate Town officials are authorized to execute all necessary documents to effectuate the intent of this Resolution.

Section 4. **Effective Date**. This Resolution shall become effective immediately upon its adoption.

PASSED and **ADOPTED** on this day of May, 2007.

Charles W. Burkett, Mayor

Attest:

Beatris M. Arguelles, CMC
Town Clerk

APPROVED AND TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

Date: September 3, 2008

Mr. Gary Word
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 11
Town of Surfside - Community Center Project Management Services
CGA Proposal No. 06-5355.12

Dear Mr. Word,

Enclosed for your review and approval is Work Authorization No. 11 for Town of Surfside - Community Center Project Management Services. The scope of the project includes Project Management Services for Phases V and VI of the Community Center.

The Scope of Services to be furnished under this Work Authorization includes Building Code as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $305,550.00.

Work will commence upon the Town's execution of the Work Authorization. Should you have any questions concerning this matter, please feel free to contact me at your convenience.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Fort Lauderdale West Palm Beach Orlando Fort Pierce Homestead

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

George R. Keller Jr., AICP
Director of Governmental Services

TOWN OF SURFSIDE

Town of Surfside - Community Center Project Management Services

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc., will perform the following services based on our understanding of the project requirements:

This proposal is for Phases V and VI (described below) of the new Surfside Community Center construction project. Phase V (Pre-construction/Project Administration) is being initiated at this time. Phase VI (Construction/Project Close Out) will be completed in approximately 24 months and services will be available for that term or as needed to complete the project. Calvin, Giordano & Associates will supply all necessary professional disciplines necessary to fulfill it's contractual obligations described below, including, but not limited to: Principal-in-Charge, Associate-in-Charge, Project Managers, Administrative Assistants, Engineers, Plans Examiners and Inspectors.

I. Professional Building Code Services

A. Phase V - Preconstruction/Construction Project Administration

1. Review construction plans for build-ability and finalize working drawings with the Architect. Ensure plans and specifications address and satisfy LEED Certification protocols to attain a minimum silver or a possible gold Certification.

2. Create pre-bid qualification document, advertise as required, and analyze responses to allow qualified contractors to bid on project.

3. Formal Bidding & contractor selection process

4. General Contractor contract negotiations

5. Develop the construction schedule with the General Contractor and architect

6. Permit Administration, the project management team shall act as the Town's representative assuring all State County, Town permits are obtained, maintained, posted and closed out as necessary

7. Initiate construction conducting a pre-construction meeting between all designers of record, general contractor, sub contractors, special inspector and Town Code officials

8. Conduct ongoing contractor coordination meetings at least twice a month to ensure efficiency and jobsite harmony and to maintain the schedule

9. Inspect and monitor work daily for adherence to the specifications and plans, code compliance, quality control and for satisfaction of the appropriate LEED Protocols

10. The project management team will have a daily presence and will be available 24 hours a day 7 days a week for emergencies.

11. Jobsite security and jobsite safety will be monitored, this will include attending require contractor safety meeting to ensure compliance with OSHA and any other concerns that the Town may express.

12. Respond to Citizen complaints and concerns about jobsite noise and conditions assuring the contractors respect their jobsite neighbors rights and sensibilities

13. Maintain and adjust construction schedules daily

14. Maintain and negotiate Change Orders and the associated records and approvals including the reason or cause of the Change Order for payment

15. Approve payment requests per contract and percentage of work completed

16. Manage and implement budgetary controls

17. Maintain and coordinate Requests For Information

18. Ongoing contract administration

19. Monitor "red tags" for cause and for payment by appropriate contractor

20. Dispute resoulution between the Contractor the Sub-Contractors and the Architect will be the responsibility of the project manager. The project manager will be the mediator of all disputes and discussions and will have the final word on behalf oth the Town with the Town Manager's direction as he deems necessary.

21. Maintain progress logs, special inspector logs and reports and the building department inspection reports.

22. Maintain diary of job site attendance by contractors, architects, supplies including out of the ordinary occurrences

B. Phase VI - Construction Administration/Project Close Out

1. Create in conjunction with the architect a punch list for entire building and its associated facilities and systems. Distribute punch lists to appropriate contractors or supplier to ensure job is as per plans and specifications and complete to the quality standards required by the Town

2. Ensure complete contract compliance by general contractor, the subs and suppliers

3. Resolve all outstanding disputes and claims between the Town, the architect, the sub-contractors and suppliers.

4. Determine "substantial completion" and " final completion" of the project to determine payment and eventual release of retainage. Substantial completion meaning all work is complete finals are pending paperwork final completion being when CO is issued all training has been completed, all documents have been transferred and all punch lists are complete.

5. Ensure retainage is held according to the various contracts to ensure the quality and completeness of the work

6. Require and monitor the transfer of all equipment and mechanical systems documentation including warrantees and instruction and maintenance manuals. Require all documentation for LEED certification from contractors and vendors is provided.

7. Monitor training of staff and maintenance contractors by vendors and or contractors on all mechanical systems and other equipment as necessary to ensure LEED protocols and sustainability issues are met and understood.

8. Ensure the proper LEED "commissioning" of the building and associated systems, if required by the Town, which will include the inspection of all completed work, records and related documentation by a third party

9. Verify final inspections and approvals of all regulatory agencies including but not limited to the Town's Building Department, Zoning Department, Landscape Department, Miami Dade County DERM, the Fire Marshall and the various departments of the State of Florida EPD.

10. Ensure LEED Protocols are satisfied and a minimum of silver or gold certification is attained as desired and required by the Town

11. Ensure final As-Builts are accurate and transferred to the Town

12. Certificate of Occupancy is obtained for the Town

13. CGA would hold the Town of Surfside harmless if the General Obligation Bond initiative that is being proposed to fund the construction of the Community Center is not approved by the Town.

14. Monitor the final release of lien documents and contract documents for all contractors and suppliers prior to final payment authorization.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $291,000.00 plus reimbursables at $14,550.00 with a total not to exceed amount of $305,550.00. Payments to be made monthly.

3. SUBMITTED

Submitted by: _____ Date: 9-3-08
George R. Keller Jr., AICP

4. APPROVAL

Approved by: _____ Date: _____
Gary Word, Town Manager

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	11
PROJECT NAME	Town of Surfside - Community Center Project Management Services CGA Proposal No. 06-5355.12
DESCRIPTION	Project Management Services for Phases V and VI of the Community Center

TITLE	**RATE**	**HOURS/UNITS**	**COST**
Consultant	$291,000.00	1	$291,000.00
			$291,000.00

SUB-CONSULTANTS	**COST**

LABOR SUBTOTAL	**$291,000.00**
REIMBURSABLE SUBTOTAL	**$14,550.00**
TOTAL	**$305,550.00**

Reviewed by: _____
Gary Word, Town Manager

TOWN OF SURFSIDE PROJECT MANAGEMENT

ESTIMATED MANHOURS & FEES

ACTIVITY	Time Frame	Associate in Charge	Sr. Project Manager	Project Manager	Project Inspector	Project Assistant	Total Fee
Hourly Rate		$160.00	$140.00	$110.00	$80.00	$70.00	
Phase V - Pre-construction to Permit Issuance	4 months	8	64	160	19	16	
Construction to Substantial Completion	18 months	72	360	1440	60	164	
Phase VI - Project Close Out	2 months	8	16	160		40	
Total number of Months and man hours	24 months	88	440	1,760	79	220	2,587
TOTAL SALARY COSTS/CONTRACT AMOUNT		$14,080.00	$61,600.00	$193,600.00	$6,320.00	$15,400.00	$291,000.00

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

PROFESSIONAL FEE SCHEDULE

Principal	210.00
Executive Assistant	70.00
ENGINEERING	
Associate, Engineering (VI)	185.00
Director, Engineering (V)	160.00
Project Manager (IV)	140.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	95.00
Senior CADD Technician Manager	110.00
CADD Technician	90.00
Traffic Technician	85.00
Permit Administrator	85.00
Clerical	70.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	160.00
GIS Coordinator	140.00
GIS Specialist	120.00
Multi-Media 3D Developer	110.00
GIS Technician	95.00
Sr. Applications Developer	160.00
Applications Developer	130.00
Network Administrator	150.00
System Support Specialist	110.00
IT Support Specialist	80.00
CONSTRUCTION	
Associate, Construction	160.00
Construction Management Director	130.00
Senior Inspector	95.00
Inspector	85.00
EMERGENCY MANAGEMENT	
Director	140.00
Planner	100.00
Jr. Planner	85.00

PLANNING	
Associate, Planning	160.00
Director of Planning	140.00
Planning Administrator	130.00
Assistant Director	120.00
Planner	100.00
Jr. Planner	85.00
EXPERT WITNESS	
Principal/Associate	325.00
Registered Engineer/Surveyor	275.00
Project Engineer	225.00
LANDSCAPE ARCHITECT	
Associate, Landscape	160.00
Senior Landscape Architect	125.00
Environmental Administrator	120.00
Landscape Architect	110.00
Environmental Specialist	100.00
Landscape CADD Technician	90.00
Environmental Assistant	80.00
SURVEYING	
Associate, Surveying	160.00
Senior Registered Surveyor	140.00
Survey Crew	130.00
Registered Surveyor	120.00
Survey Coordinator	100.00
CADD Technician	90.00
3D Laser Scanner	350.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	150.00
Sub-meter G.P.S	70.00
Soft Dig (per hole)	300.00
Utility Locates	200.00
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	110.00
Environmental Scientist	95.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

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www.calvin-giordano.com

Effective January 1, 2008

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TOWN OF SURFSIDE AGREEMENT

FOR

PROJECT MANAGEMENT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2007, by and between the TOWN OF SURFSIDE, a municipal corporation of the State of Florida, hereinafter referred to as "Town", and Calvin, Giordano & Associates, Inc., hereinafter referred to as "Consultant."

WHEREAS, The Town issued a Request for Qualifications ("RFQ") for Project Management Services for a Community Center, Aquatic Facility and Library (the "Project") on or about February 14, 2007, and

WHEREAS, The closing date for submittal of proposals was March 23, 2007, and

WHEREAS, in connection with negotiations between the Town and Consultant and in connection with the process followed by Town in accord with local ordinances and State statutes, the parties have agreed to the contract terms set forth herein.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED, THE PARTIES AGREE, AS FOLLOWS:

I. THE PROJECT. A copy of the Request For Qualifications for Project Management Services is attached hereto as Exhibit "A" and incorporated herein for all purposes. A copy of Consultant's response to the subject RFQ is attached hereto as Exhibit "B", and incorporated herein for all purposes. The foregoing Exhibits and any subsequent exhibits and documents contained therein are made a part of this Agreement as if fully set forth herein. The RFQ solicited

qualifications for consulting services to manage certain aspects of development of the Project.

II. SCOPE OF SERVICES.

For purposes of this Agreement the Project is divided into certain phases. This Agreement covers the following phases:

Phase I	Architect Selection
Phase II	Project Scope Definition and Program Development
Phase III	Program and Budget Report Presentation
Phase IV	Design Development Coordination

The Consultant shall perform general project management services for the Town (the "Services"), consisting of management of the foregoing phases of the Project and support and assistance to the Town for preparedness, as necessary, during these phases for the subsequent phases of the Project. The Consultant's responsibility shall be to manage, monitor, move forward and report the costs, schedule and quality of the Project during the foregoing phases.

III. SCHEDULING.

Consultant in conjunction with the Town Manager shall develop specific project benchmarks and milestone events to determine the project's schedule. IN addition, the consultant shall prepare weekly reports for the manager and discuss those benchmarks and milestones to ensure the project schedule is met and problems are identified and dealt with as required by the following::

Phase I Architect Selection

Develop Scope of Services
Bidding & Selection Process
Contract Negotiations

Phase II Project Scope Definition and
Program Development

Meet with Town Official and other stakeholders
to determine scope and uses of facility and
establish buy in of stakeholders.
(3) Public Meetings included, (additional meetings
billed hourly)
Major Components (Pool, other recreation,
Meeting rooms)
Theme/Style
Budget Development
Program Approach
Initial Permitting Preparation for all Agencies

Phase III Program and Budget Report and Presentation

Present proposed program scope and budget to
the Town Commission for approval
(2) Public Meetings included, (additional meetings
billed hourly)

Phase IV Design Development Coordination

Concept Development
Space Allocations
Floor Plan Layouts
Material and Equipment Selection
Color Palettes
Specifications
Working Drawings
Initial Permitting Preparation for all Agencies

IV. FEES FOR SERVICES.

A. For satisfactory performance of Services, Consultant shall be paid as follows:

Phase I	Not to exceed $10,000.00	Hourly Fee: per Fee Schedule attached
Phase II	Not to exceed $20,000.00	Hourly Fee: per Fee Schedule attached
Phase III	Not to exceed $3,000.00	Hourly Fee: per Fee Schedule attached
Phase IV	$20,000.00	Flat Fee

Invoices shall be submitted by Consultant to Town no more often than once monthly on or about the first business day of each month.

V. TERM OF AGREEMENT.

This Agreement commences upon full execution by the parties hereto and continues until performance of Phase IV is completed to the satisfaction of Town. The parties acknowledge that Consultant has provided Town a proposal for subsequent phases of Project development, which proposal is a part of Exhibit "B". It is anticipated that the parties will enter into a subsequent agreement to cover the later phases of development of the Project in accord with Exhibit "B" and in accord with the documents, information, schematics, design and submittals that are created as a result of the performance under this Agreement. The parties agree to use their best efforts to enter into such subsequent agreement using the foregoing means and customary industry terms and provisions, however, either party may cease negotiations with the other upon seven days advance written notice to the other.

VI. WORK PRODUCT.

All sketches, documents, designs, drawings, submittals, information, and plans that result from the Consultant providing services hereunder shall be, and become the property of the Town and shall be provided to Town upon termination of this Agreement. The Consultant may retain a copy of said documents.

VII. ASSIGNMENT.

This Agreement shall not be assignable by the Consultant.

VIII. PROHIBITION AGAINST CONTINGENT FEES.

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift,

or any other consideration, contingent upon or resulting from the award or making of this Agreement.

IX. SUSPENSION AND TERMINATION.

This Agreement may be terminated by the Town upon thirty (30) days written notice at the Town Manager's sole discretion without cause. If this Agreement is terminated, the Consultant shall be paid for all acceptable work performed up to the date of termination but shall not be entitled to the balance of the money due under this Agreement for services not performed.

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

X. INDEMNIFICATION.

The Consultant shall indemnify and hold harmless the Town and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, and costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant in the performance of this or any Agreement.

XI. ENTIRE AGREEMENT.

The parties hereby agree that this is the entire Agreement between the parties. This

Agreement cannot be amended or modified without the express written consent of the parties. The Town Manager shall act for Town hereunder.

XII. WARRANTIES OF CONSULTANT.

The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services required hereunder.

XIII. INSURANCE.

The Consultant shall maintain insurance and provide proof of insurance to the Town with the following minimum coverage limits:

1. Professional Liability $1,000,000 each occurrence and $1,000,000 aggregate with the Town of Surfside as a named beneficiary.
2. Comprehensive and General Liability minimum of $1,000,000 per Occurrence, and General Aggregated Limit minimum of $2,000,000.
3. Automobile Liability coverage for a minimum of $1,000,000.
4. Compensation Insurance with a minimum of $500,000
5. Excess Liability with a minimum of $3,000,000
6. Employer's Liability with a minimum of $500,000.

The Town shall be named as an additional insured on all the above required insurance. Consultant shall provide the Town with a certificate evidencing the foregoing insurance upon execution of this Agreement. All insurance shall include a thirty day advance written notice of cancellation which must be provided to Town.

XIV. CONFLICTS.

During the term of this Agreement and until ninety days after construction of the Project

is completed and accepted by Town, neither the Consultant nor its sub-contractors shall participate directly or indirectly in any private project within the jurisdictional limits of the Town.

XV. TRUTH IN NEGOTIATION CERTIFICATE.

In accordance with Section 287.055(5)(a), Florida Statutes, Consultant shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

XVI. NOTICES.

All notices and communications to the Town or Consultant shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

Town:	W. D. Higginbotham Town Manager Town of Surfside 9293 Harding Avenue Surfside, FL 33154 Telephone: (305) 861-4863 Facsimile: (305) 993-5097
With copy to:	Weiss Serota Helfman Pastoriza Cole & Boniske, P.L. Town Attorney 2525 Ponce de Leon Blvd., Suite 700 Coral Gables, Florida 33134 Telephone: (305) 854-0800 Fax: (305) 854-2323 Attn: Lynn M. Dannheisser

Consultant:

XVII. GOVERNING LAW.

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

Venue for any litigation hereunder shall be in Miami-Dade County, Florida. The parties hereby waive any right to trial by jury for any litigation hereunder.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

Consultant:

By:_____
, President

Town:

Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

By:_____
W. D. Higginbotham
Town Manager

ATTEST:

_____
Town Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

_____
Town Attorney

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,015

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER 07-1763 **DATE APPROVED** 11/13/2007 **CGA PROJECT NUMBER** 06-5355.10

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	NOT TO EXCEED
PROJECT MANAGEMENT SERVICES	SURFSIDE COMMUNITY CENTER PROJECT MANAGEMENT SERVICES	MONTHLY	$53,000.00
	AS PER PROJECT MANAGEMENT SERVICES AGRREMENT		
	BUDGET INCLUDES: PLANNING/BLDG CODE/DESIGN & CONSTRUCTION		
	ADDITONAL DISCIPLINES ARE HOURLY	HOURLY	
		AS ACCRUED	
	DEPT. Town Hall ACCT. # 301-4400 539-6310 [redacted] I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L Word
Town Manager

RESOLUTION NO. 2007-1763

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH CALVIN, GIORDANO & ASSOCIATES, INC. FOR PROJECT MANAGEMENT SERVICES.

WHEREAS, Calvin, Giordano & Associates, Inc. (the "Consultant"), responded to a Request for Qualifications for Project Management Services (the "RFQ"); and

WHEREAS, the Town, upon review of responses to the RFQ, selected the Consultant; and

WHEREAS, the Town, has negotiated a contract with the Consultant setting forth the terms of the services to be performed.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. **Agreement for Project Management Services.** The attached Agreement for Project Management Services is hereby approved.

Section 3. **Authorization.** The appropriate Town officials are authorized to execute all necessary documents to effectuate the intent of this Resolution.

Section 4. **Effective Date**. This Resolution shall become effective immediately upon its adoption.

PASSED and **ADOPTED** on this day of May, 2007.

Charles W. Burkett, Mayor

Attest:

Beatris M. Arguelles, CMC
Town Clerk

APPROVED AND TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

TOWN OF SURFSIDE AGREEMENT

FOR

PROJECT MANAGEMENT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2007, by and between the TOWN OF SURFSIDE, a municipal corporation of the State of Florida, hereinafter referred to as "Town", and Calvin, Giordano & Associates, Inc., hereinafter referred to as "Consultant."

WHEREAS, The Town issued a Request for Qualifications ("RFQ") for Project Management Services for a Community Center, Aquatic Facility and Library (the "Project") on or about February 14, 2007, and

WHEREAS, The closing date for submittal of proposals was March 23, 2007, and

WHEREAS, in connection with negotiations between the Town and Consultant and in connection with the process followed by Town in accord with local ordinances and State statutes, the parties have agreed to the contract terms set forth herein.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED, THE PARTIES AGREE, AS FOLLOWS:

I. **THE PROJECT**. A copy of the Request For Qualifications for Project Management Services is attached hereto as Exhibit "A" and incorporated herein for all purposes. A copy of Consultant's response to the subject RFQ is attached hereto as Exhibit "B", and incorporated herein for all purposes. The foregoing Exhibits and any subsequent exhibits and documents contained therein are made a part of this Agreement as if fully set forth herein. The RFQ solicited

qualifications for consulting services to manage certain aspects of development of the Project.

II. SCOPE OF SERVICES.

For purposes of this Agreement the Project is divided into certain phases. This Agreement covers the following phases:

Phase I	Architect Selection
Phase II	Project Scope Definition and Program Development
Phase III	Program and Budget Report Presentation
Phase IV	Design Development Coordination

The Consultant shall perform general project management services for the Town (the "Services"), consisting of management of the foregoing phases of the Project and support and assistance to the Town for preparedness, as necessary, during these phases for the subsequent phases of the Project. The Consultant's responsibility shall be to manage, monitor, move forward and report the costs, schedule and quality of the Project during the foregoing phases.

III. SCHEDULING.

Consultant in conjunction with the Town Manager shall develop specific project benchmarks and milestone events to determine the project's schedule. IN addition, the consultant shall prepare weekly reports for the manager and discuss those benchmarks and milestones to ensure the project schedule is met and problems are identified and dealt with as required by the following::

Phase I Architect Selection

Develop Scope of Services
Bidding & Selection Process
Contract Negotiations

Phase II Project Scope Definition and
Program Development

Meet with Town Official and other stakeholders
to determine scope and uses of facility and
establish buy in of stakeholders.
(3) Public Meetings included, (additional meetings
billed hourly)
Major Components (Pool, other recreation,
Meeting rooms)
Theme/Style
Budget Development
Program Approach
Initial Permitting Preparation for all Agencies

Phase III Program and Budget Report and Presentation

Present proposed program scope and budget to
the Town Commission for approval
(2) Public Meetings included, (additional meetings
billed hourly)

Phase IV Design Development Coordination

Concept Development
Space Allocations
Floor Plan Layouts
Material and Equipment Selection
Color Palettes
Specifications
Working Drawings
Initial Permitting Preparation for all Agencies

IV. FEES FOR SERVICES.

A. For satisfactory performance of Services, Consultant shall be paid as follows:

Phase I	Not to exceed $10,000.00	Hourly Fee: per Fee Schedule attached
Phase II	Not to exceed $20,000.00	Hourly Fee: per Fee Schedule attached
Phase III	Not to exceed $3,000.00	Hourly Fee: per Fee Schedule attached
Phase IV	$20,000.00	Flat Fee

Invoices shall be submitted by Consultant to Town no more often than once monthly on or about the first business day of each month.

V. TERM OF AGREEMENT.

This Agreement commences upon full execution by the parties hereto and continues until performance of Phase IV is completed to the satisfaction of Town. The parties acknowledge that Consultant has provided Town a proposal for subsequent phases of Project development, which proposal is a part of Exhibit "B". It is anticipated that the parties will enter into a subsequent agreement to cover the later phases of development of the Project in accord with Exhibit "B" and in accord with the documents, information, schematics, design and submittals that are created as a result of the performance under this Agreement. The parties agree to use their best efforts to enter into such subsequent agreement using the foregoing means and customary industry terms and provisions, however, either party may cease negotiations with the other upon seven days advance written notice to the other.

VI. WORK PRODUCT.

All sketches, documents, designs, drawings, submittals, information, and plans that result from the Consultant providing services hereunder shall be, and become the property of the Town and shall be provided to Town upon termination of this Agreement. The Consultant may retain a copy of said documents.

VII. ASSIGNMENT.

This Agreement shall not be assignable by the Consultant.

VIII. PROHIBITION AGAINST CONTINGENT FEES.

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift,

or any other consideration, contingent upon or resulting from the award or making of this Agreement.

IX. SUSPENSION AND TERMINATION.

This Agreement may be terminated by the Town upon thirty (30) days written notice at the Town Manager's sole discretion without cause. If this Agreement is terminated, the Consultant shall be paid for all acceptable work performed up to the date of termination but shall not be entitled to the balance of the money due under this Agreement for services not performed.

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

X. INDEMNIFICATION.

The Consultant shall indemnify and hold harmless the Town and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, and costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant in the performance of this or any Agreement.

XI. ENTIRE AGREEMENT.

The parties hereby agree that this is the entire Agreement between the parties. This

Agreement cannot be amended or modified without the express written consent of the parties. The Town Manager shall act for Town hereunder.

XII. WARRANTIES OF CONSULTANT.

The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services required hereunder.

XIII. INSURANCE.

The Consultant shall maintain insurance and provide proof of insurance to the Town with the following minimum coverage limits:

1. Professional Liability $1,000,000 each occurrence and $1,000,000 aggregate with the Town of Surfside as a named beneficiary.
2. Comprehensive and General Liability minimum of $1,000,000 per Occurrence, and General Aggregated Limit minimum of $2,000,000.
3. Automobile Liability coverage for a minimum of $1,000,000.
4. Compensation Insurance with a minimum of $500,000
5. Excess Liability with a minimum of $3,000,000
6. Employer's Liability with a minimum of $500,000.

The Town shall be named as an additional insured on all the above required insurance. Consultant shall provide the Town with a certificate evidencing the foregoing insurance upon execution of this Agreement. All insurance shall include a thirty day advance written notice of cancellation which must be provided to Town.

XIV. CONFLICTS.

During the term of this Agreement and until ninety days after construction of the Project

is completed and accepted by Town, neither the Consultant nor its sub-contractors shall participate directly or indirectly in any private project within the jurisdictional limits of the Town.

XV. TRUTH IN NEGOTIATION CERTIFICATE.

In accordance with Section 287.055(5)(a), Florida Statutes, Consultant shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

XVI. NOTICES.

All notices and communications to the Town or Consultant shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

Town:	W. D. Higginbotham Town Manager Town of Surfside 9293 Harding Avenue Surfside, FL 33154 Telephone: (305) 861-4863 Facsimile: (305) 993-5097
With copy to:	Weiss Serota Helfman Pastoriza Cole & Boniske, P.L. Town Attorney 2525 Ponce de Leon Blvd., Suite 700 Coral Gables, Florida 33134 Telephone: (305) 854-0800 Fax: (305) 854-2323 Attn: Lynn M. Dannheisser
Consultant:	

XVII. GOVERNING LAW.

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

Venue for any litigation hereunder shall be in Miami-Dade County, Florida. The parties hereby waive any right to trial by jury for any litigation hereunder.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

Consultant:

By:_____
, President

Town:

Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

By:_____
W. D. Higginbotham
Town Manager

ATTEST:

_____
Town Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

_____
Town Attorney

EXHIBIT "A"

Project Manager Services
RFQ Submission

Town of Surfside
REQUEST FOR QUALIFICATIONS
Project Management Services

Community Center, Aquatics Facility & Library

The Town of Surfside is requesting Qualifications from Consultants (Project Manager) to provide Project Management services for the Project, Community Center, Aquatic Facility and Library (commonly called the Community Center), located at 9301 Collins Avenue, Surfside, Florida. The Town anticipates award of one agreement as a result of this Request for Qualifications. There is no present contract budget amount established for the services described under this solicitation, and there is not a budget yet established for the Project.

Area and Demographics

The Town of Surfside covers about 640 acres of which 53% is land and 47% is water. It is bordered by the Atlantic Ocean to the East, the Indian Creek Waterway to the West, 96th Street to the North, and 87th Street to the South. You can see a map of the area including a satellite view at Google Maps (http://maps.google.com/) by typing in "Surfside, 33154". Surfside has about 2500 households and about 5000 residents.

Surfside was developed predominantly in the 1940s and 1950s. Land uses in the area include the business district (including retail, restaurant and office space), single family housing, multi-unit housing, and municipal uses. The area is bordered by the Village of Bal Harbour and the Bal Harbour Shops (a shopping mall) to the North and on the Town's southern border is the section of Miami Beach, identified as "North Beach", which is predominantly multi-unit housing.

During the past five years, Surfside has experienced significant demographic changes as new, younger families have moved in.

Project Description

The Project is a Community Center, aquatics facility & library which must be designed and constructed. The resulting building may or may not house its municipal library, a new aquatics center and pool, and related recreational facilities at the site, and may include move management. The cost of the project will exceed the threshold amounts contained in 287.017, Florida Statutes.

Contract Requirements

A. Insurance Requirements (Minimum)
   The selected firm will be required to provide insurance with the following minimum coverage limits for the benefit of the Town:

1. Professional Liability $1,000,000 each occurrence and $1,000,000 aggregate with the Town of Surfside as a named beneficiary.
2. Comprehensive and General Liability minimum of $1,000,000 per Occurrence, and General Aggregated Limit minimum of $2,000,000.
3. Automobile Liability coverage for a minimum of $1,000,000.
4. Compensation Insurance with a minimum of $500,000
5. Excess Liability with a minimum of $3,000,000
6. Employer's Liability with a minimum of $500,000.

B: Licenses:
The Consultant and all sub-consultants shall be licensed (as appropriate) by the State of Florida and in good standing as of the date of their submission to provide the professional services required by this RFQ.

C. The Consultant or its sub-consultants, to prevent real or perceived conflicts of interest, shall not participate directly or indirectly in any private project within the jurisdictional limits of the Town of Surfside for the term of the contract.

Project Manager Responsibilities

On behalf of the Town, the Project Manager (PM) shall be responsible for the management of all aspects of the Project and providing support and assistance to the Town for other services and contracts necessary for the completion of the Project, commonly called the Community Center (Community Center, Aquatics Facility and Library). The PM's prime responsibility shall be to manage, monitor and report the costs, schedule and quality of the Project. The PM shall be responsible for managing, monitoring and reporting to the Town with respect to the performance of all Project Participants and the progress of the work in accordance with the approved Master Schedule. The PM shall serve as the Town's Representative for the Planning, Design, Construction and Post-Construction services. However, the PM is not responsible or liable for the design services provided by the A/E or its sub-consultants, nor is the PM responsible for the A/E's errors or omissions. Similarly the PM is not responsible for means, methods and safety of the CM/GC or its subcontractors. The PM shall give notice to the Town of any defective or nonconforming work of the A/E and/or the CM/GC or any other participant.

Selection Process

In accordance with the Consultant Competitive Negotiation Act (CCNA), Chapter 287.055, the selection will be made from the list of qualified Consultants responding to this notice. All firms responding will be evaluated and ranked and a short list of at least three (3) firms deemed to be the most highly qualified will be compiled. This ranking will only be used if the Town of Surfside selects a Consultant based solely on the written submissions. If the Town chooses to have the Consultants present their plan during the subsequent oral presentations then the initial ranking, described above, will not be used and the Consultants will be ranked again after the oral presentations are made. It is anticipated that there will be subsequent oral presentations at which time the firms will present their plan to manage the Project resulting in a final ranking and subsequent contract negotiations. The Town anticipates one contract pending successful negotiations with the highest ranked firm. If no agreement is reached with the highest ranked firm, then negotiations will be undertaken with the subsequently ranked firm,

never returning to the higher ranked firm for discussions or negotiations. and continuing in that manner until a firm is under agreement or this selection process is abandoned.

Evaluation Criteria

A qualifications-based selection process will be used to select a Consultant for this Project. The following information and criteria will be used to evaluate and rank responses:

1. **Qualifications/Expertise -** of the Firms and Key Team Members including the capacity, ability and skill of the provider to perform the contract; the character, integrity, references, judgment, experience and efficiency of the provider, including experience with managing of municipal complexes, including community centers, Town halls, government centers, police stations and/or other public facilities or similar facilities;

2. **Relevant Experience** - including professional licensure that may be required when service of a skilled nature as required by law to perform such service and/or skill. Priority will be given to Consultants that have previous experience working for the municipalities especially in working with Green projects;

3. **Firm's Project Management System**;

4. **References / Past Performance**;

5. **Location of the Consultant**;

6. **Familiarization with LEED** (Leadership in Energy and Environmental Design) Green Building rating System; and

7. **Diversity;** Whether the firm is a certified minority business enterprise and/or subscribes to the cause of diversity.

8. **Workloads;** Recent, current and projected workloads (including whether the provider can perform the contract within the time specified without delay or interference)

Submittals

Consultants are invited to submit their Statement of Qualifications both in hard copy and electronically at their own expense. The Town of Surfside assumes no obligation of any kind for expenses incurred by any responding Consultant to this RFQ. The submittal is limited to a total, maximum number of fifty (50) sheets submitted only on single sided (single sided meaning one side only of a single sheet of paper) typed 8.5" x 11" paper (if charts and/or graphs are utilized text must be a readable size font), and with type size no smaller than 12 point. Tabs and sheet or section dividers are NOT counted for the 50-page sheet limitation. 11" X 17" paper may be used ONLY for Charts and Graphs, but must be printed on one side only and folded to an 8.5" x11" format sheet count of the hardcopy. The 11" x 17" format is counted as one (1) page. An electronic version of the submittal must be also provided in PDF format.

Required Information

Written responses or submissions shall contain the following information in the order indicated:

1. **Letter of Transmittal, Table of Contents**- Provide a paragraph in the Letter of Transmittal which states the firm's intent to qualify under Chapter 287.055 (CCNA) and reference to this RFQ. Provide specific information on the topics shown. Provide a Table of Contents which makes the submission readily comprehensible.

2. **Executive Summary / Project Management** - Provide an overview of the process and strategies to be used in delivering the services outlined in the Service Requirement section.

3. **Program Understanding / Services/Capabilities** - Present a concise outline of specific services your firm is qualified and prepared to provide as the Project Manager for the Town of Surfside for the project outlined. Identify and discuss any of the services, or method of approach to the services, which your firm believes to be either "unique" or "outstanding", or which is recognized as giving your firm a competitive edge or advantage. Provide information about the firm's qualifications including technical competence to perform the services requested. Specifically outline how your services will match the need of the project and your understanding of it.

4. **Organizational Chart / Resumes of Key Personnel** - Provide an organizational chart and the name(s) and resume(s) of person(s) who will be assigned to the Town of Surfside. Identify the Project Manager, and any other person who shall contribute to the Project's advancement. Resumes should include specific work experience that details the individuals credentials relative to project management and any other discipline experience involved in the implementation of projects with similar scope or components.

5. **Schedule / Cost Control** - Provide information about schedules for accomplishing work requested by this RFQ and samples of schedules and cost estimates. Monthly reports samples, provided to other Owners, which include these documents, shall be also be provided in a separate envelope marked as "**RFQ Project Management Services – Community Center Construction (SAMPLE MONTHLY REPORT)**." This sample report shall NOT be counted in the 50-page maximum sheet count.

6. **Advantages / Disadvantages** - Describe any client relationship your firm has which you would view as a potential conflict(s) of interest or any advantages(s) of the applying firm, if the Consultant is selected. Provide a list of any lawsuits in the last ten (10) years in which the firm or your division of the firm has been involved, the parties to the suit(s), and the disposition of the suit(s).

7. **Case Studies (Project Sheets) with Client References** – Provide a minimum of five (5) Case Studies which include client references (names, addresses,

telephone numbers), consisting of clients whose projects were comparable to this Project. Since LEED certification for buildings is relatively new, the PM Case Studies may or may not include such a designation. However, an additional Case Study may be provided to demonstrate familiarity and experience with LEED and Green Buildings.

8. **Appendixes** - Additional information deemed necessary by the Consultant. Indicate any other considerations your firm may wish to highlight or discuss, such as awards, company brochures, letters or quotes by references, periodic articles on firms, ENR rankings, honors, etc.

The response shall also meet the following requirements or may be deemed non-responsive and not eligible for consideration for this work:

- Title of the Request for Qualifications, and your firm clearly identified on the cover of the submittal and the letter of transmittal;
- Statement of Qualifications;
- Responsiveness to all evaluation criteria;
- Meeting page limitations and font size requirements; and
- Meeting submittal deadline submission date.

Materials submitted in response to this competitive procurement shall become the property of the Town of Surfside and will not be returned.

Faxed or e-mailed submittals will not be accepted. One (1) original and Five (5) copies of your complete submittal and one electronic image version in PDF format, must arrive at the following address **no later than 4:30 PM Eastern Standard Time on Friday, March 23, 2007**, clearly labeled on the two (2) outside packaging, which shall be taped together with clear tape, as follows:

1."RFQ – Project Management Services – Community Center Construction (SUBMISSION)"
Ms. Beatris Arguelles,
Town Clerk
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

2. "RFQ – Project Management Services – Community Center Construction (SAMPLE MONTHLY REPORT)"
Ms. Beatris Arguelles,
Town Clerk
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

Cancellation of Requests for Qualifications. An invitation for qualifications or other solicitation may be cancelled, postponed or re-advertised, or any or all respondents may be rejected in whole, or in part, as may be specified, within the Town's sole discretion. The reasons therefore shall be made part of the file. Each solicitation issued by the Town shall state that the solicitation may be cancelled and that any respondent may be rejected, in whole or in part, within the sole discretion of the Town. Notice of cancellation shall be sent to all businesses solicited. The Town shall give any respondent the opportunity to compete on any re-solicitation or any future procurement of similar items.

Sunshine Law. Respondents are hereby notified that all information submitted as part of a response to this RFQ will be available for public inspection after opening of responses, in compliance with Chapter 286, Florida Statutes, known as the "Government in the Sunshine".

Non-award. The Town reserves the right in its sole and absolute discretion to reject any and all respondents, to cancel and/or withdraw this RFQ at any time.

Negotiations. The Town reserves the right and may award a contract on the basis of initial offers received, without discussion, or may require respondents to give oral presentations based on their responses. The Town reserves the right to enter into negotiations with the selected respondent, and if the Town and the selected respondent cannot negotiate a mutually acceptable contract, the Town may terminate the negotiations and begin negotiations with the next selected respondent and this process may continue until a contract has been executed or all responses have been rejected. The Town Manager is authorized, when time or economic considerations preclude re-solicitation of qualifiers, to negotiate an adjustment of the qualifying price as long as the scope of work is not changed with the lowest, most responsive and responsible respondent, in order to bring the qualification within the amount of available funds or in the best interests of the Town. Final negotiation shall be in written form, as approved by the Town Manager and the Town Attorney. No respondent shall have any rights in the subject project or property, or against the Town arising from such negotiations.

One Response. If only one responsive, responsible, respondent for commodity or contractual service is received, in response to a Request for Qualifications, an award may be made to the single Respondent, if the Committee finds the price negotiated is fair and reasonable, and that other prospective respondent had reasonable opportunity to respond, or there is not adequate time for re-solicitation. The Town Manager shall document the reasons that such action is in the best interest of the Town. Otherwise, the qualification may be rejected and:

1. New respondent may be solicited;

2. The sole respondent may be rejected.

3. If the Town Manager determines in writing that the need for the supply or service continues, but that the price negotiated of the one respondent is unreasonable and there is not time for re-solicitation or re-solicitation would likely be futile, the procurement may then be

conducted under Section 6(D) or Section 6(F), of Ordinance 2001-101, as appropriate.

Public Entity Crimes Bill:

Section 287.133, Florida Statutes, provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Questions and Inquiries:

All interested firms should register with the Town, providing contact information including facsimile and email by e-mailing this information to the Town Clerk at: barquelles@townofsurfsidefl.gov with the subject noted as: "Project Manager RFQ – Registration". Any questions regarding the project or process should be directed to the same address. Sender is responsible to verify receipt of questions by contacting the office of the Clerk. Although an attempt will be made to respond to all questions, the Town of Surfside does not guarantee an answer will be provided. If an answer is provided to any inquiry it will be broadcast to all registered proposers via fax or email, or in the alternative may be posted at the Town's website http://www.townofsurfsidefl.gov as soon as practicable.

Anticipated Procurement Schedule:

Advertisement date/place:	**Daily Business Review: March 1, 2007**
Proposal Submittal Date:	**March 23, 2007**
Short List Ranking Date:	**March 28, 2007**
Oral Presentations:	**TO BE DETERMINED**
Contract Award Town Commission Approval:	**April 10, 2007**

The schedule above is subject to change by the Town of Surfside at its convenience. Registered candidates may be notified of any change or such change may be posted at the Town's website.

LEGAL ADVERTISEMENT

RFQ – PROJECT MANAGEMENT SERVICES
COMMUNITY CENTER,
AQUATICS FACILITY & LIBRARY

The **Town of Surfside**, Miami Dade County, Florida, intends to contract with a project management firm to provide services as required for the "Construction of the Community Center, Aquatics Facility and Library" (commonly called Community Center) located at 9301 Collins Ave, Surfside, Florida 33154.

The Town reserves the right to accept or reject any or all proposals, to waive any informality in any proposal, to negotiate a contract, part of the contract, or to re-advertise for proposals. Only 1 (one) submittal will be accepted per applicant, either as a single prime firm, or as a part of a joint venture. If the applicant is a joint venture, an executed copy of the joint venture agreement must be submitted with the application. Percentage participation fees must be clearly stated for each joint venture partner.

The successful applicant will be required to sign contracts that contain professional liability insurance requirements of $1,000,000 and other insurance requirements.

The Town of Surfside, Florida adheres to a policy of non-discrimination in programs/activities and employment and strives affirmatively to provide equal opportunity for all.

One (1) original and five (5) copies of the response and an electronic version in PDF format must be submitted by the submittal deadline: **March 23, 2007, at 4:30 p.m.**, Eastern Standard Time, 2007. Additional information and requirements regarding this project and procurement process, may be found at the Town of Surfside website http://www.townofsurfsidefl.gov

Sealed proposals are to be clearly labeled and delivered by the deadline to:

"RFQ – Project Management Services – Community Center Construction"

Town of Surfside
Attention: Town Clerk
9293 Harding Avenue
Surfside, Florida 33154

Dated this 1ST Day of March 2007

Beatris M. Arguelles, CMC
Town Clerk
Town of Surfside, Florida

The Town of Surfside or its consultants and advisors, will not be responsible for any costs incurred by any firm submitting a Statement of Qualifications or responding to this notice. The Town of Surfside reserves the right to waive any irregularities in any submittal and to reject all submittals and re-advertise or cancel the project in its entirety, at its sole discretion.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to :

   by _____

   for _____

   whose business address is _____

   _____

   _____

   and (if applicable) its Federal Employer Identification Number (FEIN) is _____
   (If the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement:

   _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or *nolo contendere*.

4. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity come. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signature: _____ Date: _____

NON-COLLUSIVE AFFIDAVIT

State of_____)
_____)ss
County of_____)

_____ being first duly sworn, deposes and says that:

(1) He/she is the (Owner, Partner, Officer, Representative or Agent) of the Bidder that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Surfside, or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

FURTHER, AFFIANT SAYETH NAUGHT.

_____
(vendor)

_____
Signature President/Owner/Officer of the Company

Sworn to and subscribed before me this ____ day of _____, 2007, by_____ (President/Owner) of _____ who is personally known to me or has produced _____ as identification.

_____
Notary Public signature
Printed name:_____
My Commission Expires:_____
Commission Number:_____

EXHIBIT "B"

Calvin Giordano Project Manager
RFQ Submission

Town of Surfside, Florida

Project Management Services for a Community Center, Aquatic Facility and Library (Submission)

Closing Date: Friday, March 23, 2007
Time: 4:30 p.m.

Submitted to:

Ms. Beatris Arguelles
Town Clerk
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

Section	1	Letter of Transmittal
Section	2	Executive Summary / Project Management
Section	3	Program Understanding / Services/Capabilities
Section	4	Organizational Chart / Resumes of Key Personnel
Section	5	Schedule / Cost Control
Section	6	Advantages / Disadvantages
Section	7	Case Studies (Project Sheets) with Client References
Section	8	Appendixes

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

March 23, 2007

Ms. Beatris Arguelles
Town Clerk
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

RE: Project Management Services for a Community Center, Aquatic Facility and Library

Dear Ms. Arguelles:

Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit qualifications to provide Project Management Services for the creation of a new Town of Surfside Community Center. CGA's project team possesses the diversity of skills necessary to address the project's needs, serving the Town of Surfside as the owner's representative, on this valuable Community Resource. CGA will provide the Town of Surfside with professional organizational, planning, project management, and construction administration services.

The project team has the knowledge and experience to complete the requested consulting services and has a proven track record of timeliness, product quality and service. If CGA is selected for the work, Dennis J. Giordano will serve as the Principal-in-Charge, George Keller, AICP as the Associate-in-Charge, and Lawrence Spencer as the Project Manager.

CGA is a full service planning, engineering, and surveying firm that has been providing civil engineering, planning, surveying, and landscape architecture services for many years. In fact, several municipal clients have continuously retained CGA's services for more than a decade – a testimony to the fact that CGA is highly responsive to clients in addition to delivering projects on time and often under budget. CGA's first clients were municipalities, and 69 years later, a majority of its clients are still municipalities (many, such as Sunny Isles Beach, Dania Beach, Davie, Hollywood, Pembroke Pines, Miramar, and Weston, are long-term repeat clients). This demonstrates that the firm is solidly committed to communicating with and serving its municipal clients.

A locally based engineering firm is ideal for a municipality such as Surfside. CGA is headquartered in Broward County with offices in Miami-Dade, Palm Beach, St. Lucie, and Orange Counties. Since 1937, it has focused on serving clients in the surrounding counties. Because of this focus, CGA has been able to stay abreast of not only legislative and regulatory requirements, it has also been able to watch the evolving business climates along with the vast demographic changes in South Florida that often determine the "face" of any City/Town.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-giordano.com

Because of CGA's focus on the South Florida area, there is a true understanding of issues related to the area. Members of the CGA team have a vested interest in the area where they both work and live, so they can be expected to respond more definitively to the needs of this community. Because of the geographical proximity, CGA, along with its subconsultants, can travel to any area of Surfside within 30 minutes to respond to the Town. This team will provide in-the-field, at-your-meeting service that will result in achieving dreams of a better community within the time and budget parameters set by the Town.

Thank you for the opportunity to present our qualifications. If you have any questions, please feel free to contact me at (954) 921-7781.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

George Keller, AICP
Associate

At Calvin, Giordano & Associates, Inc. (CGA) "Project Management" is an organizational approach to the management of all our ongoing operations. CGA project management teams apply their knowledge, skills, tools and techniques in order to meet the requirements of a particular project.

The project management process and strategy for managing this project would be a team approach. An example of this approach would be similar to that employed on the Consolidated Rental Car Facility project at the Fort Lauderdale Airport. On that project a team of designated decision makers was brought together from all the parties involved in the project. This included the Architect, the Contractor, Regulatory Agencies (Building and Fire Departments) and the Program Manager and the Owner. This team met on a regular schedule to review progress and institute solutions to challenges. This approach established dedicated points of contact for problem resolution.

The CGA Team would employ a similar process for the project management of the Town of Surfside's Community Center involving standing committees which would meet at regularly scheduled intervals to review schedules, costs, and technical issues. We would establish a formalized change control review and approval process to ensure timely consideration of requests for change. This approach would establish a committee consisting of the A/E, the Contractor, and the Project Manager to meet weekly or as necessary to review and evaluate requested changes for recommendation to the Owner. Additionally, the CGA Team would establish a provision of oversight for plan and permitting activities to ensure accuracy, completeness and timely submission of plans to the permitting agency.

Quality Assurance/Quality Control

The QC process begins with the *Calvin, Giordano Quality Control Handbook*. This handbook will be utilized to develop the project specific plan.

Quality is not a quantity, which can be added to a work product through any review process. Therefore, CGA's approach makes quality an integral part of the project. The concept is a major agenda item at the kickoff meeting with the design team. All team meetings will address the quality by measuring progress against the client's expectations. The team will meet all product requirements, technical, budget, and schedule or take immediate corrective action to bring the project back in line. This is the reason the weekly team status meetings are required. It also gives all team members a focus as to how their particular task ties into the whole.

CGA maintains long standing relationships with clients, including the Cities of Lauderhill, Hollywood, Weston, and Miramar, for more than 10 years.

These weekly progress meetings are supplemented by a peer review where a design group not assigned to the particular assignment will review the plans with a fresh perspective. Any comments received from this peer review are addressed by the project manager who will make assignments for corrective actions to be taken. All

corrections are then resubmitted to the PM for final sign off. This quality review is performed as part of our quality assurance program.

It has been our experience that even the best component peer review process, though effective within the particular discipline being reviewed, may miss the big picture and result in a lack of congruence in the overall product. It is for this reason that CGA has instituted the policy of a multi-disciplined review of the product before it is released to the client. By involving the whole team in the entire project quality process, a sense of ownership can develop which keeps team members focused on quality throughout the design process.

CGA's project quality is evidenced by the number of repeat clients and the length of time these clients have relied on CGA's consulting experience. CGA has maintained many client relationships for more than 10 years.

QUALITY CONTROL PROCEDURES

CGA's philosophy and corresponding processes to assure quality control in all of our designs and work products integrates the following key components:

* ***Initial Quality of Design***
* ***Multidiscipline Peer Review***
* ***Design Decision Documentation***
* ***Constructability Review***
* ***Value Engineering***
* ***"Community Engineering"***
* ***Post-Construction Re-Examination***

Each of these components is described in detail below:

Initial Quality of Design

The first step of the QA/QC process is to ensure that the design is of "high initial quality". In other words, the preliminary design is one that has been carefully thought through and comprehensively analyzed by a qualified engineer with expertise specific to the demands of the project. Designs tasks are not assigned to engineers that do not have sufficient expertise in the areas required, or that do not have sufficient experience to be able to make competent key decisions early in the design process. A preliminary design must be able to stand alone on its own merits, and it is an unacceptable practice at CGA to allow engineers to omit "pieces" of the design presuming agency reviewers or others will fill in the gaps.

Multi-discipline Peer Review

The next step in the QA/QC process is the performance of a multidiscipline peer review. This phase of review is undertaken by a committee of designers from various disciplines within the firm (or "core team" when teaming with others) so that potential improvements or innovative ideas can be introduced to further improve the initial design. This process is important to ensure that related design elements from the various disciplines work cohesively so that one discipline's component

does not cause problems for another discipline's portion of the design. A perfect example is in the design of a divided roadway with median landscaping in which the roadway engineer, traffic engineer and landscape architect must make sure that all sight distances and clear zones are maintained for the project. This peer review group therefore may consist of the following:

* Roadway Engineers
* Civil Engineers
* Utilities/Drainage Engineers
* Traffic Engineers/Transportation Planners
* Land Planners
* Surveyors
* Urban Designers
* Landscape/Streetscape Architects
* Electrical Engineers
* Environmental Scientists
* Construction Management Personnel / CEI

This peer review is typically conducted in a "workshop" or "charrette" type setting in which participants sit around a large conference table with the plans and have easels and/or white boards available to sketch out concepts or revisions. The participants troubleshoot for fatal flaws, provide critiques, and generally toss around, and often debate ideas and possible innovations to the plans.

An excellent recent example of this process was exemplified in the ***South Post Road/Saddle Club Road Roundabout*** designed for the City of Weston. Once the decision to move forward with the roundabout concept was made, a variety of preliminary design concepts were developed, which were then narrowed down to four principal design alternatives, and then ultimately one preferred alternative that was adopted for final design. The preferred alternative was then expanded upon and further refined through the peer review process, which resulted in an even more overall improved design. Construction documents are currently being prepared for the roundabout design that resulted from this process.

Design-Decision Documentation

Although documentation is an important part of all projects, it is critically important to fully document the assumptions, reasoning, calculations, etc. leading up to any key design decisions made on a project, particularly if safety issues are involved. The process of documentation not only provides good records, but it provides another opportunity for the decision makers to examine the logic of the decisions made, as things often become more apparent when a written record of the process is made. This inherently leads to better decision-making, and in turn, better projects. Most people can remember making a decision, but how and why they made that decision, or who else was in agreement, may not be so easily remembered months later. Documenting decisions also establishes a record of the "coalition of concurrence" that existed at the time the decision was made, but which may become more difficult to recreate as time passes. It is also important to document the assumptions and environment at the time the decision was made because these things can also change after time.

Constructability Review

The "constructability" of a design is an important facet to consider during each phase of a design's development, however, when a preliminary design is nearing substantial completion (90% plans), it undergoes an in-house constructability review by our CEI and Construction Management departments. This review specifically ensures that the plans make sense from a construction perspective, and is intended to minimize potential problems in the field during construction. Many of the items targeted for this review include, but are not limited to:

* Grading & elevations
* Drainage
* Materials and testing
* Standard details and specifications
* Potential utilities conflicts
* Coordination with adjacent construction projects
* Conflicting agency permitting requirements
* Logic of construction timing and phasing
* Maintenance of traffic / work zone safety
* Adverse impacts to community during construction

Value Engineering

Value engineering is one of those industry buzzwords that is sometimes overused or misinterpreted. **All projects should inherently be value-engineered an integral part of the design process is to produce a cost-effective project for the owner or client.**

This being said, most agencies view "value engineering" as a separate step in the design process in which engineers are asked to "step out of the box" and examine whether there may be creative ways to provide an equal or better design for less initial cost, or less overall cost during the lifetime of the project. This cost-saving process is often automatically performed in the private sector simply because of the demands of the client and private financing, but public sector projects are traditionally subjected to much thicker layers of standardization which have had the unintended effect of creating less innovative, more "vanilla" projects. Designers are sometimes afraid to stray from the standard designs due to liability or other reasons, and therefore tend to stick with more standard, possibly over-designed projects that were ultimately more expensive.

CGA believes that a true value engineering effort must include objective input from external reviewers that are not necessarily familiar with the project. No matter how astute, the in-house designers involved in a project are typically disadvantaged for being able to discern an innovative cost-saving solution or alternative. We therefore utilize professionals from other consulting firms that we have a good working relationship to participate in projects in which we invoke this external value engineering process.

"Community Engineering"

The term "community engineering", or perhaps the more accurate "political engineering", is a term we often reserve for municipal projects to remind us that no matter how great we think our ultimate design may be, it has to pass the less tangible test of being accepted by the public and community

leaders. This means that the design must be consistent and compatible with the adjacent Surroundings and fit in with the objectives of the neighborhood and prevailing political environment. On a more national scale, the Federal Highway Administration and other professional engineering organizations have adopted the term "Context Sensitive Design," and have established guidelines for federally funded projects in order ensure large projects are compatible with the local character of the community.

Therefore, "community engineering" or "context sensitivity" must be part of the first step of the design process, and continue through to final plans preparation. Even in very small local improvement projects, this concept is very important. Just imagine presenting a final intersection design that consisted of standard steel-gray galvanized traffic signal mast-arms, concrete separators and concrete light poles at the end of a corridor that was just designed by others with new landscaping, brick-paver islands and antique verde green street lamps as part of another enhancement project.

Post-Construction Re-Examination

This post-construction evaluation process is a process that CGA undertakes at the end of certain projects in order to learn more about what could have been done to produce an even better design. Much of the time, we examine contractor's requests for information or unanticipated change orders that occurred during construction. Sometimes we find that items that may have seemed clear to the engineer or designer were not clear or were misinterpreted in the field by the contractor. Sometimes contractors try to find ways to invoke change orders, but other times, there are legitimate issues with the plans provided. As an example, we often find that the provision of additional details, special details or more specific of notes would have alleviated many of these issues, and therefore we try to include these items in future plans.

Project Management System

Key elements of construction management include: contract negotiation, implementing quality control and assurance programs, contract document review, shop drawing approval, review and administration of contractor RFI's, observation of field activity to assure construction is completed in accordance with construction documents, payment request recommendation, change order administration, environmental and NPDES monitoring, field report and documentation, as-built record drawing preparation, and agency/permit closeout documentation and certification. The following are the main steps and our approach on how we manage them:

1. **Contract Administration**: Projects will be assigned to a Project Manager who will have the responsibility of overseeing all aspects of the work, project scheduling, project budget and communication. The PM will be the point of contact with the client and other parties involved, will participate in all relevant meetings, including daily coordination meetings, progress meetings, issue resolution meetings, etc, will prepare daily reports summarizing work progress, describing issues, and provide insight for anticipated important matters in near future, will be coordinating with the Contractor, and other parties involved in the project for review of shop drawings, contractors' submittals, and as-built information; documenting filed activities; assisting inspectors in pass/fail assessments; updating construction/inspection schedules, reviewing pay requests, reviewing change orders, and performing many other day-to-day activities to facilitate construction process, resolve conflicts, and submit weekly progress reports. Project Manager will conduct site visits on a regular basis to ensure work is performed in accordance with the project requirements and specifications. Project Manager will remain in contact with Project Managers from other companies involved in the project to ensure communications are streamlined, distribution of information taking place properly, and relevant information reaches those who should receive the information.

2. **Inspections**: Calvin, Giordano & Associates, Inc. (CGA) will assign a project inspector who will be responsible for day-to-day inspection of work performed by the contractor, to assure not only the integrity of the design, but compliance with all Governmental Agencies Codes and Regulations. Inspectors will prepare daily field logs designed for specific task, including daily report logs to document and reports to the PM.

3. **Project Certification**: CGA field inspectors will be present at every on site testing, review and approve as-built drawings, compile and maintain all the required documentation required for Final Project Certification.

4. **Permitting**: CGA staff has the expertise necessary to process any required documentation and procedural knowledge to achieve certification, and obtain permits from all South Florida Governmental Agencies.

Construction Management:

As part of being a Municipal Consultant for several local governmental entities, we are constantly involved and up to date in all related agencies requirements and procedures; we have served as construction management for over $60 million dollars Capital Projects, successfully assisting in the bidding, selection of contractor, construction and final certifications, in conjunction with different design consultants and clients. The client will be provided with a progress report based on our policy that communication with the client and other interested parties at each step through at project is key to the successful outcome of a project, therefore appropriate Team Staff and other agency personnel and stakeholders will be copied on any work product for which comments or review is requested. Meetings will be scheduled with outside agencies and stakeholders as needed for a successful project completion.

By being involved in assisting both private and public sectors, we have accumulated invaluable experiences in project management, from quality control at the design stage, tracking permitting stages, preparing bidding documents, assisting in public bidding and contractor selection, prepare cost estimates and budgets, review and up-date construction schedules, determined miles stone and construction phasing, review shop-drawings, review and process pay request and final as-built information, perform daily inspections and create daily reports, set-up and attend progress meetings, prepare final punch list items and obtain final certification from all involved permitting agencies.

This team differentiates itself from other consulting/engineering firms in that we firmly believe that the success of any construction project revolves around solid, pro-active construction management throughout the project from conceptual planning to completion. All our projects typically experience fewer delays, change orders, and problems as a result of efficient organization and strong construction management. Most construction projects require completion within specifications, at a relatively rapid pace with minimal delays and minimal disruption to business operations. Our gather project experience and management approach assures a timely and successful construction project. Our cost control procedures begin from the early stages of preliminary design and continue throughout the entire project duration. Upon development of the project bottom line, the staff ensures that construction costs are monitored and maintained throughout the construction phase. The project team will help determine the final budget by using our customized estimating program.

Every project has to start correctly in order to run smoothly throughout the pre-construction and construction phases. We present construction cost estimates at all phases in as much detail as possible.

One of the many advantages to the construction management process is value engineering. This is where most of the cost savings occurs. During this process the project team examines the developing drawings to create the conceptual budget and starts the cost control procedures. During design team meetings we will suggest what alternate; more cost-effective materials could be used in the Construction Phase while not jeopardizing the integrity of the project. As the team studies the drawings we will also be able to comment on the construction feasibility of the design and determine the scheduling aspect of the project.

Services and Capabilities

Mr. Spencer functioned as the designated Contract Administrator and provided management oversight of the Program Manager for the Airport Expansion Program at the Fort Lauderdale-Hollywood - International Airport, a billion dollar capital improvement program, from May 1998 through August 2006. Mr. Spencer was involved in all aspects of the program including development of budgets, development of schedules, development of solicitation documents, negotiation of contracts, both design and construction. Mr. Spencer was a member of the Selection Negotiation Committees involved ion the selection of the firms for design and construction of the 247 million dollar Consolidated Rental Car Facility. During Mr. Spencer's tenure he oversaw the completion of more than ten projects, all of which were completed on or ahead of budget and schedule.

Mr. Spencer will be the Project Manager for this effort. He will provide full time "hands on" Project Management services. Acting as the Town (Owners) representative in all activities from the beginning of the project through final completion and project closeout. These services will include all actions necessary to the design and construction of the project including:

* Provide the Town determination of the most cost effective method of delivering the project. This may include a standard hard bid concept or an alternative delivery method such as Construction Manager at Risk.

* Provide the Town development of the solicitation instruments for selection of the firms to design and construct the project.

* Provide the Town selection of the design and construction firms.

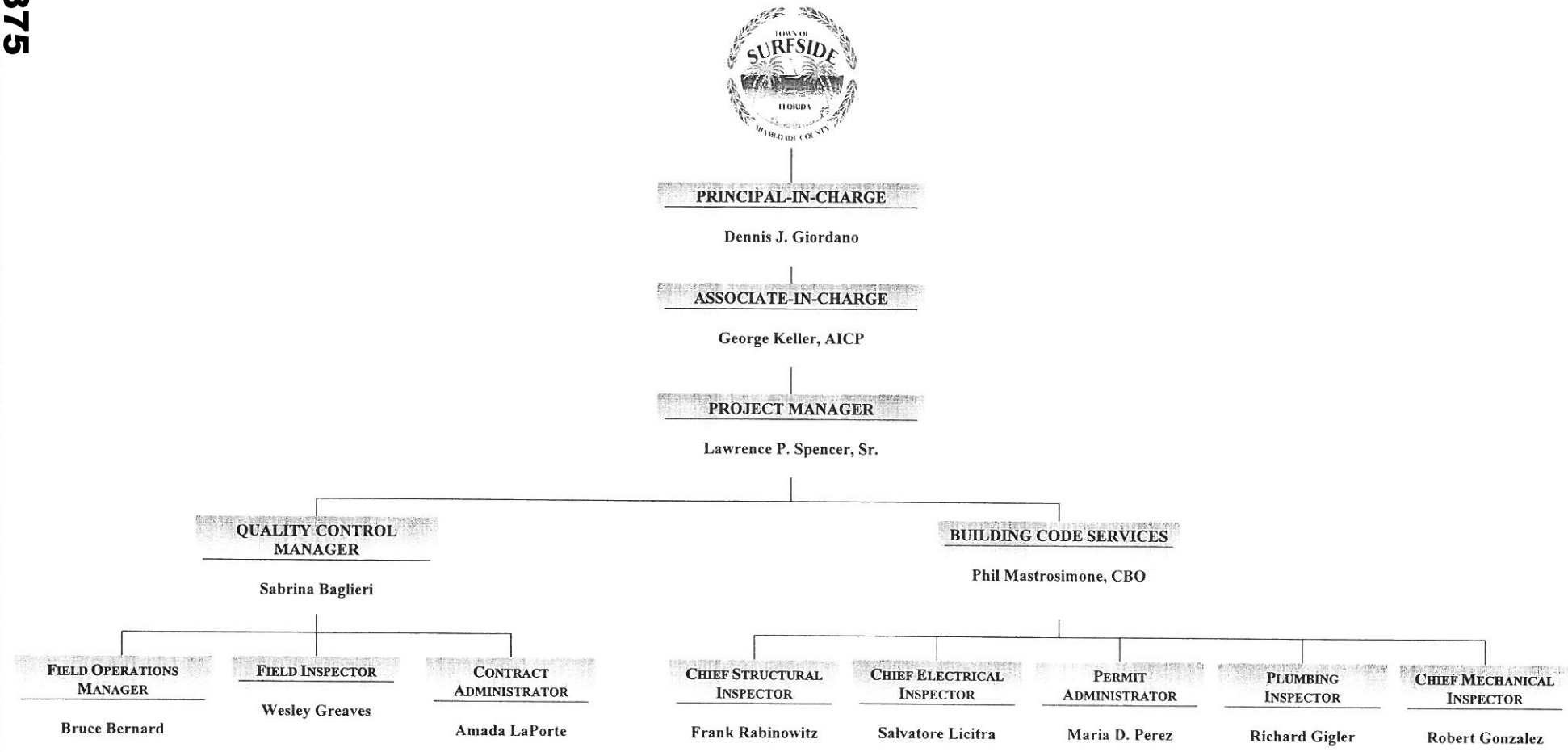
* Manage for the Town, the design firm's activities from planning through initial design concept and project closeout. This includes review of schedules, plans, permitting as well as all other activities necessary to deliver 100% construction drawings acceptable to the Town.

* Manage for the Town, the activities of the contractor from development and approval of the construction schedule through project completion and closeout.

* Monitor all facets of the project including cost and schedule and will ensure the incorporation of quality control and quality assurance by the contractor and its subcontractors.

* Monitor and report regularly to the Town on the progress of the work and the performance of all members of the project team.

* Provide written reports weekly or as requested by the Town on the status of the project including progress of budget and schedule.


TOWN OF SURFSIDE FLORIDA MIAMI-DADE COUNTY
PRINCIPAL-IN-CHARGE
Dennis J. Giordano
ASSOCIATE-IN-CHARGE
George Keller, AICP
PROJECT MANAGER
Lawrence P. Spencer, Sr.
QUALITY CONTROL MANAGER
Sabrina Baglieri
BUILDING CODE SERVICES
Phil Mastrosimone, CBO
FIELD OPERATIONS MANAGER
Bruce Bernard
FIELD INSPECTOR
Wesley Greaves
CONTRACT ADMINISTRATOR
Amada LaPorte
CHIEF STRUCTURAL INSPECTOR
Frank Rabinowitz
CHIEF ELECTRICAL INSPECTOR
Salvatore Licitra
PERMIT ADMINISTRATOR
Maria D. Perez
PLUMBING INSPECTOR
Richard Gigler
CHIEF MECHANICAL INSPECTOR
Robert Gonzalez

SUMMARY OF QUALIFICATIONS

Mr. Giordano has been a managing partner of Calvin, Giordano & Associates, Inc. for 13 years. In addition to the management of day-to-day operations, he has more than 20 years of experience in both the public and private sectors providing urban design, land planning, community planning, project administration, and agency and client liaison. Mr. Giordano manages large and small-scale land use planning and site design projects for firm's main office in Fort Lauderdale and the branch office in West Palm Beach.

PROJECT EXPERIENCE

- Florida Department of Transportation
- South Broward Drainage District
- South Broward Hospital District
- City of Dania Beach
- City of Hollywood
- City of Lauderhill
- City of Pembroke Pines
- City of Sunny Isles Beach
- City of Weston
- Town of Davie
- Archdiocese of Miami
- City of West Park
- City of North Lauderdale

EDUCATION

Harvard Project Management, American Management Association, Washington, DC

Advanced Management, American Management Association, New York, NY

Executive Effectiveness, American Management Association, Atlanta, GA

Fundamentals of Finance, Wharton School of Finance, University of Pennsylvania

SUMMARY OF QUALIFICATIONS

Mr. Keller is an Associate with Calvin, Giordano & Associates, Inc. (CGA) and has been a member of its Management Team since 2005. As Director of Governmental Affairs he is responsible for managing a variety of public agency contracts, government relations, special projects, EOC representation, business development and internal CGA Quality Management. Prior to joining CGA, Mr. Keller also served as Regional District Manager for Severn Trent Services, engaged in the administration of special government districts in the state of Florida.

EXPERIENCE

Administration

Mr. Keller was also a Member of Broward County's *($2.5* billion plus budget/7,000 employees) Management Team, directing the Safety & Emergency Services Department ($88 million budget/900 employees). Departmental operations included: Building Code Services, Zoning, Code Enforcement, Emergency Management, Telecommunications, Medical Examiner/Trauma Services, and Fire Rescue. He served as one of Broward County's Legislative Coordinators, EOC liaisons, and member of the County's E-Govemment Task Force. Additionally, he volunteered to serve in the creation of the Broward Emergency Support Team (BEST) providing professional field support to first responders. Mr. Keller has extensive Labor Relations experience representing the agency in arbitrations, mediations, negotiations, grievances and litigation.

Previously, Mr. Keller served as the City of Hollywood's Interim City Manager and Assistant City Manager. As a Member of the City of Hollywood senior management team, he was engaged in the overall operations of the municipality. As Director of the Department of Development Administration he managed all aspects of Land Use Planning, Real Estate Development, Building Construction, Engineering, Neighborhood Programs, and Capital Improvement Programs. He served as a member of the City's Emergency Response Team as well as the Post Disaster Recovery Department Director. As Assistant City Manager, Mr. Keller was responsible for: Growth Management, Economic Development, Annexation, Engineering, Public Works, Community Redevelopment Agency, and Neighborhood Improvement Programs. He served as representative and staff liaison to a variety of agencies, advisory boards and organizations at public meetings; and facilitated the implementation of quality development and growth of the tax base.

Mr. Keller administered the U.S. Department of Housing and Urban Development Community Development Program. Responsibilities included the management and evaluation of a multi-million dollar program engaging in neighborhood redevelopment and housing assistance. Specific projects included: public works/infrastructure, housing rehabilitation, new housing development and commercial revitalization. He coordinated directly with local, state and federal governments/agencies; private professional, technical and clerical staff. He also has extensive public relations involving the general public, intergovernmental coordination and the news media.

EDUCATION

Master of Arts, with Teaching Certification in Urban Geography/Urban and Regional Planning, University of Florida, Gainesville, Florida, 1978

Bachelor of Science, Urban Geography with Honors, University of Florida, Gainesville, Florida, 1976

Nova Southeastern University Law School Coursework, 1996

Florida Real Estate Appraisal Coursework

Professional Development Seminars/Continuing Education

PROFESSIONAL MEMBERSHIPS

American Institute of Certified Planners (AICP)

American Planning Association

PROFESSIONAL ASSOCIATIONS

International City/County Manager's Association, 20 Year Service Award

Hollywood Housing Authority, Board of Commissioners, 1994-1997

Economic Development/Redevelopment

Mr. Keller managed the City of Hollywood's "City Business Center" created to promote economic and business development in the community by facilitating investment and building the tax base through all regulatory processes. He was a senior participant in the production of the City's Economic Development Strategic Plan, Urban Land Institute Downtown Plan and Visions 2000 Program. He served as Interim Director for both the Community Redevelopment Agency and Economic Development Advisory Board; and implemented electronic building plan review and permitting.

Mr. Keller developed local programs/ordinances engaged in downtown redevelopment, beach revitalization and neighborhood preservation. He participated in the production of RFP's and grant applications for consulting services and development projects. Mr. Keller was active in the preparation of economic development programming and annexation proposals to prospective owners.

Budget and Financial Management

Mr. Keller prepared, submitted and managed annual operating and multi-year capital budgets for large, diverse departmental/municipal responsibilities. Identified and developed new and increased revenue sources; while increasing efficiencies/containment through process improvement and applied technology. Administered creative competitive grant applications and procurement from local, state and federal sources. Supported an aggressive posture for public agencies to pursue traditional private sector entrepreneurial opportunities and roles to generate revenue. Prepared program based budgets involving cost estimation and allocation, personnel evaluation and project scheduling. Production of a comprehensive scheme for neighborhood redevelopment and commercial revitalization. Represented City Management as a member of the Negotiating Team "at the table" with a variety of bargaining units. Evaluated and developed organizational systems and personnel utilization for productivity increase, cost benefit analysis, and quality control.

Planning and Research

Mr. Keller has completed extensive research and projection of census data applied in developing funding proposals and targeting areas of benefit. Random sample surveying of populations to determine demographic bases, housing conditions and economic data. Development of statistical basis for multi-year plan of neighborhood redevelopment and housing assistance. Assessment of land use, development patterns, population trends, and services required.

Conducted site selection and property acquisition involved in the development of new housing and capital improvements. Develop and update computerized mapping and data bases for various urban areas in Florida. Data bases are utilized in assimilating census information and increasing efficiency of service delivery systems.

HONORS

- Cooperative Feeding Program Board of Directors
- 1990 Price Waterhouse/South
- Florida Business Journal "Up and Comers" Award
- Meritorious Service Award, City of Hollywood, 1999
- Leadership Hollywood Program Graduate
- Education Civic Institute Graduate
- The Hollywood Historical Society, Inc. Lifetime Member
- Juvenile Diabetes Foundation, American Heart Association Fundraisers

SUMMARY OF QUALIFICATIONS

Mr. Spencer has thirty years of management and administrative experience in government service. He is a convincing oral and written communicator with a proven track record of gaining consensus on solutions to complex problems. Mr. Spencer has been involved at all levels of city and county government from middle manager to assistant department director. He has been responsible for capital construction projects requiring consensus building among multiple jurisdictions, including city, county, state, and federal agencies. He has been involved with large capital projects with multi year durations where administration of underlying contracts of designers, consultants and contractors required his oversight and approval.

Mr. Spencer has over ten years of progressively responsible experience in Construction Program Planning, Development, Execution, Management and Control of multi million dollar projects. This includes projects for the expansion program at Ft. Lauderdale-Hollywood International Airport where he was Assistant Director for Airport Expansion. He is familiar construction delivery methods including the standard Design-Bid-Build process as well as alternative methods such as Construction Manager at Risk, and Design-Build.

PROJECT EXPERIENCE

Management Consultant, Calvin, Giordano & Associates, Inc. (November 2006–Present). Mr. Spencer provides consulting services to public sector entities in the areas of financial oversight services, contract administration, contract compliance review, construction scheduling and estimating, and other project management and program management services.

Assistant Director - Airport Expansion Program, Broward County, Florida (May 1999–Nov. 2006). Mr. Spencer had management responsibility for the 1.2 billion dollar capital construction program for airport expansion at the Fort Lauderdale-Hollywood International Airport. He was responsible for the development and evaluation of project budgets, schedules and priorities for the expansion program. He directed the Program Management firm in program and project analysis, resource planning and utilization, budget analysis and control, invoice processing, change order control, and program reporting. He was responsible for measuring and evaluating the long term effectiveness of the program team.

Mr. Spencer was responsible for procurement issues including the development and approval of solicitation instruments such as RFPs and RLIs, for negotiation of design and construction contracts and compliance with Florida's Consultants Competitive Negotiation Act (CCNA). He implemented an Owner Furnished Materials program which provided sales tax savings on the procurement of major items. He functioned as liaison to the Finance Department concerning funding issues, cash flow, bond issues, grant applications, and allocation of funding sources including proceeds from bonds, grants and airport revenues. He was responsible for ensuring compliance with DBE goals assigned to the program.

EDUCATION

Master of Public Administration, Nova Southeastern University, 1999

Bachelor of Science, Professional Management, Nova Southeastern University, 1992

PROFESSIONAL ASSOCIATIONS

American Society for Public Administration

American Association of Airport Executives

Reserve Officers Association

Pi Alpha Alpha Honor Society for Public Administration

Project Management Administrator - Airport Expansion Program, Broward County, Florida (May 1998–May 1999). Mr. Spencer had direct responsibility for four expansion program projects. He functioned as the Aviation Department representative to the program management firm, design consultants, and construction firms in coordinating with other government agencies and the County. He was the Department liaison with various County agencies to ensure that projects conformed to the requirements of regulatory agencies including permitting and environmental issues. Mr. Spencer facilitated and expedited issues relative to permits, payment, legal, and other operational issues. He monitored individual projects for adherence to budget and schedule. Developed and implemented processes and procedures to review project costs, schedule, and contract changes to ensure program and project completion on time and within budget.

Facilities Management Division, Administrative Manager II, Broward County, Florida (April 1998–May 1998). Mr. Spencer managed the division's administration, information systems, resource management, facilities management, vehicle management, procurement and contracting activities. He was responsible for preparation and management of the division's annual budget. He directed and managed a staff of eight employees.

Traffic Engineering Division, Administrative Manager II, Broward County, Florida (May 1986–April 1998). Mr. Spencer managed the division's administration, resource management, procurement and contracting. He managed several construction projects including the renovation of the administration facility, conversion of a warehouse to a sign fabrication facility and construction of a cross canal bridge to provide vehicle access to the new sign facility. He was responsible for preparation and management of the division's annual budget. He was responsible for oversight of the Division's inventory control system managing in excess of 1 million dollars of inventory. He implemented a life cycle cost replacement program for the Division's fleet assets. He directed and managed a staff of ten employees.

Traffic Engineering Division, Administrative Manager II, Broward County, Florida (July 1979–May 1986). Mr. Spencer had management responsibility for the Traffic Accident Records section. He developed and managed an integrated county wide traffic accident records system, including development of software applications and integration of hardware. He served as the County's representative to the Governor's Highway Safety Program while managing a staff of five analysts.

Traffic Engineering Division, Traffic Engineering Analyst, Broward County, Florida (January 1976–June 1979). Mr. Spencer conducted traffic engineering studies, collected and analyzed data, developed appropriate engineering solutions.

SUMMARY OF QUALIFICATIONS

Ms. Baglieri has 17 years of experience as a civil engineer. She is expert in the selection, setup, management, and control of parks, buildings, and roadway projects from the bidding process to its culmination, including management of the hurricane debris collection monitoring and data recording. Ms. Baglieri has extensive computer knowledge on operative systems such as DOS, Windows and the following programs: Cadd2000, Excel, Microsoft Word, Timberline, Construction Link (CLI), Primavera, PowerPoint, and Quattro Pro for Windows.

EDUCATION

B.A., Civil Engineering,
Universidad
Rafael Urdeveter
Maracaibo, Venezuela

PROJECT EXPERIENCE

City of Weston, Florida Projects

- Vista Park:
  - Boulevard: new roadway construction
  - Vista Park Development: Construction of 4 soccer fields, 4 softball fields, 2 concession buildings, a maintenance building, and parking area. Provided lighting, lift station, water and sewer designs.
- Traffic Signals for Weston Road/South Commerce Parkway
- Tequesta Trace Concession Building Parking and Drainage
- Bonaventure Master Plan Phase I, II, III and IV. Upgrade of all drainage, landscape, and roadway elements.
- Basin II Roadway: new roadway construction.
- New building and maintenance facility of Public Works
- New traffic signals for Weston Road/North Corporate Lakes
- FS 55 Emergency Signal
- Saddle Club/Arvida/Bonaventure overlay of roads and road/drainage improvements
- Bonaventure/Racquet Signal
- Regional Park/Parking Modification. Construction of Loop Road to connect existing parking lots.
- Drainage Improvements
- I-75 Master Plan Local Traffic Improvements
- Windmill Lakes West Buffer
- AYSO Facility at Regional Park
- Municipal Inspections for all permitted construction in the City of Weston
- Hurricane Debris Removal Monitoring and Inspection, including managing of all monitors, dump site and data record keeping

Sunny Isles Beach, Florida Projects

- 181st Drive Active Park - Construction of a 2 acre park, consisting of one gymnasium, a new recreation center, a baseball field, parking and landscaping.
- Contracts Administration for all Capital Improvements projects.

Roadway Experience

- Taft Street Roadway Improvement, City of Pembroke Pines, Florida
- SW 69th Street Drainage Improvements, City of Pembroke Pines, Florida
- Florida Department of Transportation, Construction of Rip-Rap Against Embankment, Broward County, Florida
- Florida Department of Transportation, Drainage Improvement SR-436 and Maitland Boulevard, Seminole County, Florida
- Cooper City Commerce Center, Installation of Water, Sewer & Drainage, Site Work, Paving, Broward County, Florida
- Park of Commerce Center, Installation of Water, Sewer & Drainage, Site Work Paving, Broward County, Florida

Hurricane Debris Removal – Monitoring Services

- City of Weston – Complete Monitoring services for compliance of FEMA requirements.
- Town of Davie – supplied monitors to be directed by city personnel.
- City of North Lauderdale – Complete monitoring on the waterways clean-up (On-going)

SUMMARY OF QUALIFICATIONS

Mr. Bernard's experience and education has been obtained through on the job training within related fields. Beginning with the plumbing trade in the early 1970s, he was able to progress to public and private utility plant and field operations for ten years. He advanced to the public sector for fourteen years. During his tenure in the public sector, Mr. Bernard gained knowledge of drainage concepts and installation, water and wastewater design and installation, roadway construction, and trail system management and wetland requirements. He served for six years as Department Director for Public Works and Capital Projects. Mr. Bernard gained experience in drainage system layout and maintenance, right-of-way maintenance, Capital Improvement project and preparations, plus coordinating of projects through governmental agencies.

PROJECT EXPERIENCE

Senior Inspector, Calvin, Giordano & Associates, Inc. (2006-Present). Mr. Bernard is responsible for project construction management, installation inspection, and field coordination of site work, roadways, drainage and underground utilities.

Public Works Director, Town of Davie, Davie, FL (1981-2006). Directed operations within department in regard to buildings, parks, roadway, right-of-way, trail system and stormwater maintenance. He was responsible for the management of Town of Davie Capital Projects including construction for parks and governmental buildings. He supervised a staff of seventy-two employees, managed a six-million dollar department budget, and eight million dollar capital improvement budget. During his tenure with the Town of Davie, Mr. Bernard served as Chief Wastewater Operator, Assistant Utility Director, Capital Projects Coordinator, and Chief Engineering Inspector.

Lead Operator Wastewater Plant, City of Lauderhill, Lauderhill, FL (1976-1981). Mr. Bernard supervised the operations at a 4 MGD Wastewater Plant with sand filters with polishing pond for surface water discharge. He gained experience in dealing with governmental agencies, activity reports, payroll detailing and supervisory skills overseeing a staff of ten.

Plant Operator, Southern Gulf Utilities (1974-1976). Mr. Bernard began as an operator trainee and achieved both water and wastewater operator's licenses within one year. He worked to gain knowledge of field operation and plant design.

Plumbers Apprentice, Mears Plumbing (1972-1974). Mr. Bernard was responsible for installing rough and top-out installation in newly constructed residential units.

EDUCATION

Broward Community College, 1972

University of Michigan Utility Management Course, 1979

CERTIFICATIONS

Certificate of Training – Disaster Recovery

- Disaster Debris Management
- FEMA Emergency Management
- Utility Terrorism Preparation and Response
- Asphalt Pavement Maintenance

Licensed in Water and Wastewater Plant Operations

SUMMARY OF QUALIFICATIONS

Mr. Greaves is a civil engineer with 12 years of inspection experience primarily on projects associated with roadway construction. He inspects asphalt, soil/soil density, earthwork, and drainage structures. His inspections adhere to the procedures and guidelines set by FDOT, SWFMD, DERM, and FEMA. He also participates in the design of these structures. Mr. Greaves has a working knowledge of ACAD 12-14, WordPerfect, Lotus 123, Microsoft Office 97, and Primavera (Sure Trak 2.0).

PROJECT EXPERIENCE

Roadway Construction Inspections. Inspector responsible for inspection of asphalt reconstruction of roadway, conducted density testing of soils for different project sites, inspected drainage structures following FDOT, SFWMD, and DERM procedures, excavating, asphalt pavement coring, conducting field measurements, observing MOT sign locations, and planning re-design. Performed inspection for DERM on FEMA construction.

Inspections for FDOT VI Projects, Miami, Florida. Inspector managing a group of projects for FDOT, including Bird Road. Responsible for inspection of roadway improvements including inspecting earthwork, drainage system installation, asphalt placement, sidewalk concrete, lighting, and landscaping.

Drainage Structure Inspections. Inspector managing inspection of drainage structures following FDOT, SFWMD, and DERM procedures, asphalt pavement coring, inspection of asphalt reconstruction of roadway, conducting density testing of soils, conducting field measurements for temporary and permanent roadway marking, observation of MOT sign locations for safety, and planning re-design. Performed inspections for DERM on FEMA construction.

Earthwork and Excavation Inspections. Inspector responsible for earthwork construction and excavations. Responsible for concrete testing and monitoring of different concrete operations throughout Miami-Dade and Broward Counties. Performed lab work involving the breaking of concrete cylinders to determine strength and quality of the concrete, LBR and T-180 Proctor testing from different lime rock sources.

PROJECT EXPERIENCE

Field Coordinator / Weston City Engineering Inspector/Traffic Engineer Inspector/Zoning inspector/Monitoring unit member for the National Incident Management System, Calvin, Giordano & Associates, Inc., Fort Lauderdale FL (June 2000-Present). Completed projects in Storm water, Paving, Grading, Water, Sewer, Irrigation, Culvert Construction, Street lighting, Brick Pavers construction, Drainage Zoning, Civil Plan review and Traffic Engineering.

Project Manager / Construction Inspector, Civil CADD Engineering, Miami FL (April 1999-June 2000). Completed projects in Storm water, Paving, Grading, Water, Sewer and Drainage: Design and Inspection, Scheduling.

EDUCATION

B.S., Civil Engineering, Florida International University, 1991

A.A., Mechanical Engineering Miami-Dade Community College, 1988

Diploma in Mechanical Engineering University of Technology, Kingston, Jamaica, 1981

CERTIFICATIONS

ACI Concrete Field Testing Technician, Grade 1

National Safety Council, MOT, Intermediate, NIMS Level 2

Senior Plant Contract Inspector / Senior Construction Inspector, Post, Buckley, Schuh & Jernigan (PBS&J), Miami FL (October 1997-April 1999). Completed projects in underground utility installation and design, Driveway and Highway bores, duct bank construction.

Office Engineer / Construction Inspector, Post, Buckley, Schuh & Jernigan (PBS&J), Miami FL (January 1996-October 1997). Completed projects in Storm water Improvement Program, Paving and Grading, Deep Drainage Wells Construction, Assist with job progress report and verifying claims.

Project Engineer / ACAD consultant, Post, Buckley, Schuh & Jernigan (PBS&J), Miami FL (January 1994-January 1996). Completed projects in The Miami-Dade Pump Station and Force Main Improvement Program. Project presentation, gravity and force main design.

Civil Engineer / Construction Inspector, Post, Buckley, Schuh & Jernigan (PBS&J), Miami FL (July 1993-January 1994). Completed projects in Water, Sewer and Drainage Design.

Building Construction Worker, Perrin Brothers Construction Miami, FL (May 1983-August 1986). Form work for foundation, framing and drywall construction, building insulation work and fire proofing elevator shaft.

Construction Worker, Nedegaard Construction, Miami, FL (May 1982-February 1983). Carpenter helper, building insulation.

Engineer / Construction Manager, Builders and Pipelayers LTD, Kingston, Jamaica (June 1981-February 1982). Completed projects in Water, Sewer Paving, Grading and Drainage Design Construction Estimation.

SUMMARY OF QUALIFICATIONS

Ms. LaPorte has worked in the construction industry since 1997. Ms. LaPorte has extensive computer knowledge on operative systems such as Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Outlook, Peachtree and many specialized construction accounting and estimating programs.

PROJECT EXPERIENCE

Centex Homes, Boynton Beach, FL (February 2002–October 2006)

Land Development Purchasing Manager

- Projected land development and amenity costs for prospect communities
- Managed outsourced architect on designing, drawing and finalizing the design for community amenities
- Estimated costs and set budgets for land development and amenity construction costs
- Oversaw permitting for all amenities and land development construction
- Created scopes of work for all contracted trades
- Negotiated pricing with contractors for land development and amenity construction
- Created and maintained all contracts for land development and amenity construction
- Managed all land development and amenity costs
- Projected and oversaw construction schedules and construction deadlines
- Kept detailed spreadsheets to indicate budget cost, permit status and construction schedules

Budgets Manager

- Audited estimates and purchasing contracts for home construction
- Watched market for fluctuation for the opportunity for price decreases
- Negotiated pricing and finalized contracts with contractors for home construction
- Managed purchase order staff
- Oversaw and approved budgets for every home under construction
- Projected look forwards for future job costs and price increase
- Tracked estimating and purchasing errors for future error prevention
- Followed construction schedules to orchestrate purchase order releases

Estimator

- Red-lined construction plans
- Created itemized takeoffs
- Analyzed plans and specs for possible price reductions on unnecessary materials based on building codes and the market
- Worked with contractors on verifying itemized takeoffs before being contracted

Options Coordinator

- Established community options list based on market needs
- Estimated and purchased all trades for community home options
- Set budgets and retail numbers for all community home options
- Created and maintained contracts for all community home options
- Designed and maintained options sheets for homebuyer contracts

CERTIFICATIONS AND TRAINING

EPA Inspectors License - State of Florida

Field Superintendent Training - Florida Builders Association

Florida Building Code Requirements - Florida Builders Association

Estimating 101 - Centex Homes

Field Management Training - Centex Homes

Notary of Public - State of Florida

Currently studying for General Contractors License (Commercial and Residential)

AWARDS

Estimating and Purchasing Team Player of the Year 2003 – 2004 / Centex Homes

Construction Services Employee of the Year 2005-2006 / Centex Homes

Centexcellence Award 2003 / Centex Homes

Centexcellence Award 2004 / Centex Homes

Centexcellence Award 2005 / Centex Homes

Centexcellence Award 2006 / Centex Homes

Project Manager, D. Brothers Construction, Coral Springs, FL (May 2000–February 2002)

- Created construction schedule and managed contractors to make sure project met deadlines
- Oversaw construction of light commercial and high-end residential custom homes
- Estimated job costs, created budgets and finalized contracts
- Created material cut sheets and ordered construction supplies
- Scheduled construction trades
- Worked with designers and owners on personalized construction needs
- Managed entire job budget and all contractors for assigned project

SUMMARY OF QUALIFICATIONS

Mr. Mastrosimone has more than 35 years of experience in the Construction Industry in Florida and New York. He has been a resident of Florida for 28 years and worked with the Florida Building Code Compliance for the past 16 years. Mr. Mastrosimone's experience includes field inspections, plans review, and over 10 years as a Building Code Administrator for the public and private sectors. He was a member of the Broward County Board and Rules and Appeals Technical Committee for 10 years.

EXPERIENCE

Director of Building Code Services Department, Calvin, Giordano & Associates, Ft. Lauderdale, Florida. Mr. Mastrosimone is managing CGA newest department for building code services. His responsibilities include department development and oversight.

Senior Project Manager, CSA Southeast, Inc., Miami, Florida (2005-2006).

- Create systems, set policies and procedures for implementation of both Complete Building Dept. Services and Supplemental services to Municipalities
- Manage CSA Municipalities staff providing Building Department Services for both Full Service and Supplemental service Cities
- Analyzed and implemented fee schedules and rate schedules for services rendered
- Participated in senior staff meetings for improvement to overall quality management.
- Involved with presentations and proposals to Municipal clients.
- Ensure a high level of customer satisfaction for our clients and the public served

Broward County Board of County Commissioners, Broward County, Florida (1990- 2005)

Assistant Building Official (1996-2005)

- Served as Building Official to various municipalities under contract within Broward County including Weston, Coconut Creek, North Lauderdale, Hillsboro Beach and Wilton Manors.
- Assisted and/or directed contract City building department staff as needed to solve problems and set policies in order to create a professional and efficient building department.
- Interfaced with City Managers, City Commissioners and Community Development Directors as needed.
- Review City contracts, budgets and fee schedules as needed or directed.
- Issued Certificates of Occupancy and Certificates of Completion.
- Directed and supervised County Building Department staff of approximately 36.
- Developed and maintained policies and procedures related to the enforcement of applicable laws, ordinances and regulations.
- Assisted inspection and plans review staff with work problems and accompany them in the field as needed to review and resolve unusual situations.
- Coordinated activities of the County inspection section with municipal, county and state agencies.
- Prepared daily inspection schedules and ensures their performances.

EDUCATION

Hofstra University, Hempstead New York

United Association Local 2 Apprenticeship Program, New York N.Y.

PROFESSIONAL REGISTRATION

State of Florida Building Code Administrator BU000999

State of Florida Standard Plans Examiner PX000175

State of Florida Standard Inspector BN000374

State of Florida Contractor CFC 037 107

- Responded to complaints and inquiries form contractors, design professionals, homeowners and staff.
- Acted as a Chief Plumbing Inspector for Broward County and municipalities under contract.

Chief Plumbing Inspector (1995-1996)

- Directed and supervised a plumbing section of up to 18 inspector and plans examiners
- Developed and maintained policies and procedures related to the enforcement of applicable laws, ordinances and regulations.
- Interpreted ordinances, regulations and policies in accordance with Florida Building Code.
- Assisted inspection and plans review staff with work problems and accompany them in the field as needed to review and resolve unusual situations.
- Prepared daily inspection schedules and ensures their performances.
- Responded to complaints and inquiries form contractors, design professionals, homeowners and staff.

Plumbing Plans Examiner (1992-1995). Mr. Mastrosimone reviewed plans for compliance with South Florida Building Code Meet with design professionals, contractors and homeowners.

Plumbing Inspector (1990-1992). Mr. Mastrosimone inspected plumbing installations for compliance with the Building Code.

REFERENCES

John Flint, City Manager
City of Weston
(954) 385-2000

Tammy Reid, Community Development Director
City of North Lauderdale
(954) 724-7048

David Denman, City Clerk
Town of Hillsboro Beach
(954) 427-4011

Sheila Rose, Community Development Director
City of Coconut Creek
(954) 973-6756

Ann Barnes, Assistant Community Development Director
City of Wilton Manors
(954) 336-4680

SUMMARY OF QUALIFICATIONS

Mr. Rabinowitz has Responsibilities include structural inspections and plan review of municipal and private projects to assure compliance with the Florida Building Codes within the jurisdiction of the Broward County Board of Rules and Appeal. Chairman of the Advisory for the Disable Board with ADA code advisement powers for projects within the municipalities.

EXPERIENCE

Structural Plans Examiner, Calvin Giordano and Associates, Inc., Fort Lauderdale, Florida (1/2007-Present). Responsibilities include the performance and supervision of all structural plans and inspections, and the Interpretation of the FBC, 2004 for all Structural issues.

Plan Review Manager/ Assistant Building Official, Chairman of the Plantation Advisory for the Disabled Board, City of Plantation, Florida (June 2001- January 2007)

- Interacted with the public, the city staff, contractors, property owners and developers with any issues regarding plan submittal, corrections to the plans, and worked out any problems with the plans during the course of the specific project.
- Coordinated any necessary plan review meetings with the entire plans staff, to better address any problems that needed their attention.
- Reviewed structural plan review and dealt directly with the architects, engineers, contractors, and owner builders over issues in getting the plans approved compliant to the Code.
- Fill in as Assistant Building Official, representing the Director at Inter- City review, adjustment, and Council meetings.
- Chaired the Advisory for the Disabled Board once a month to address the more significant projects in the City for best compliance to disability issues.
- Responded to emergency calls for structural issues; to assure code compliance and the proper follow up for fires, structural collapse, etc.

Building Official (part time basis), Village of Sea Ranch Lakes, Florida (12/ 2000-6/2001)

- Served as the Building Official for the Town
- Responsible for the approval of plans for permit, structural inspections, coordination of the MEP disciplines, and the issue of Certificates of Occupancy.
- Responsible for the enforcement of Zoning regulations and general Code Enforcement.

Structural Plans/Inspector, City of Deerfield Beach (10/1994- 6/2001)

- Reviewed plans submitted for permits for structural compliance.
- Dealt with the designers, contractors and the public in resolving any issues for the issuance of permits. Preformed structural inspection and coordinated the workload for the other Structural inspectors in the Department.

EDUCATION

Bachelor of Arts Degree, University of Florida, Gainesville, Florida, 1972

General Contractor's License, Allstate Construction College, Hollywood, Florida, 1978

Certification requirements for Governmental Building Department Employment, Continuing Education Course Work (300+ hours)

LICENSES

Florida General Contracting License 1978

Standard Building Inspector 1989

Broward County Adult Trades Education Instructor 1991

Structural Plans Examiner 1992

F.A.C.E. (Code Enforcement Certification) 1993

C.E.R.T. (Certified Emergency Response Training) 1999

State of Florida Building Code Administrator's License 1999

Structural Code Enforcement/ Building Inspector, City of Ft. Lauderdale, Florida (12/1989-10/1994). Performed Structural inspections in Code Enforcement and did structural inspection for the City.

Union Carpenter to Self- Employed General Contractor, Private Sector Employment (1973-1989)

- Tradesman turned General Contractor.
- Specialized in interior construction for interior designers.
- Involved in an abundance of high-rise residential projects.

REFERENCES

Mr. Gary Pratt, Structural/ Civil Engineer
(954) 499-9280

Mr. Manny Synalovsky, AIA, Architect
Cubellis SGR
(954) 961-6806

Mr. Richard Berrie, Architect
(954) 928- 0635 ext. 300

SUMMARY OF QUALIFICATIONS

Ms. Perez is responsible for reviewing and processing construction permit application packets. She assists customers with general and specific information concerning permitting and licensing activities in the areas of construction licenses and permits, planning and developmental reviews, impact fees, as well as zoning and land use regulations, and right-of-way permits. She utilizes customer service skills by providing information and assistance to clients in person as well as on the telephone. Her duties include reviewing forms and applications for completeness; making sure that the customer is in the correct jurisdiction and that any outside agency documentation is in compliance; she directs customers to the proper agency/service counter; arranges for technical consultation when appropriate; assists with the self-service computerized information kiosks; distributes maps, brochures and other publications. Ms. Perez also monitors the permitting process for development projects and handles incoming calls. She keeps track of permitting status for all projects and ensures inspections are finalized so permits can be closed.

Ms. Perez is well versed with the following applications: NYC Building Code, NYC Zoning Code, Permit Pro, Codeworx, Windows 2000, Lotus Smartsuite, Microsoft Word, Access, Excel, PowerPoint, Windows XP, Timberline, and INKforce.

EXPERIENCE

Permit Administrator, Calvin, Giordano & Associates, Inc., Fort Lauderdale, FL (2006 – Present)

- Review and process construction permit application packets.
- Assisting customers with general and specific information concerning permitting and licensing activities in the areas of construction licenses and permits, planning and developmental reviews, impact fees, as well as zoning and land use regulations, and right-of-way permits.
- Duties include reviewing forms and applications for completeness; making sure that the customer is in the correct jurisdiction and that any outside agency documentation is in compliance; directing customers to the proper agency/service counter; arranging for technical consultation when appropriate; assisting with the self-service computerized information kiosks; distributing maps, brochures and other publications.
- Monitor permitting process for development projects.
- Handle incoming calls.
- Keep track of permitting status for all projects and ensuring inspections are finalized so permits can be closed.

Project Manager/Expediter, Advanced Power Technologies, Inc., Pompano Beach, FL (2003-2006)

- Reviewed lighting specifications and wind load calculations for site lighting.
- Reviewed site lighting to comply with the Florida Building Code, Ordinances, and regulations.
- Reviewed Building code regulations for sign installation.
- Expedited various electrical projects at the Building Department throughout Florida, Georgia, and North Carolina.

EDUCATION

B.S. in Civil Engineer/Construction Management, BCC-North Campus, Coconut Creek, FL, 2005-Present

Criminal Justice, John Jay Criminal College New York, NY (1995-1996)

Data Entry, SCS Business Institute, Brooklyn, NY, 1992-1994

- Ensured all business licenses, occupational licenses and insurances for the company.
- Reviewed all plans for various clients: Bank Atlantic, Macaroni Grill, Winn Dixie, SouthTrust, Cumberland Farms and Circle K.

Metropolis Group Inc., New York, NY (2000-2003)

- Project Manager.
- Construction Administration.
- Construction inspections for various Certificate of Occupancy projects.
- Zoning review for residential projects.
- Managed various projects from high-rise residential lofts to commercial project.
- New Building projects included: Kings County Hospital, Queens College Hospital, Bronx Charter School, EMS Bathgate, Avery Fields/CSO Retention Center, Marriott JFK by the Courtyard, Hampton Inn.

Project Director/Expediter, Michael Zenreich Architects, New York, NY (1996-2000)

- Construction Administration of work in all the boroughs of New York City.
- Building code consultant for various clients like DMJM, Carl Purchall Architects, Tishman Construction Corp, Rockwell Group, Syska & Hennessey Engineers.
- Worked with agencies like Housing Preservation Development, Department of Environmental Protection, Environmental Control Board and Fire Department.
- Projects included public and private: Riker's Island, Bronx, Queens and Brooklyn House of Detention for Men, Greenpoint Shelter for Men, City Wine & Cigars, Cars & Cigars, Michael Jordan's Restaurant at Grand Central Terminal, Elliott Cuker of Cooper Classics, various high income NYC lofts.
- Reviewed complete architectural filing sets and prepared all applications.
- Oversaw projects from the beginning to the completion of the Final Certificate of Occupancy. As part of the management process, the task included obtaining permits thru supervising construction inspections.

Project Manager /Expediter, Emanual Bros. Construction, Robert L Henry Architects, New York, NY (1994-1996)

- Construction Administrator- managed the day-to-day phases of the job projects.
- Responsibilities included the review of fire alarm, sprinkler mechanical, plumbing and architectural drawings prior to filing and obtaining approvals for work permits.

SUMMARY OF QUALIFICATIONS

Mr. Licitra has more than 20 years of experience as an electrical inspector. Responsibilities include electrical inspections and plan review of municipal and private projects to assure compliance with the South Florida Building Code and the National Electric Code within the jurisdiction of the Broward County Board of Rules and Appeal.

EXPERIENCE

Electrical Plans Examiner and Inspector, Calvin, Giordano & Associates, Inc., Fort Lauderdale, FL (2007)

- Review and approve all commercial, residential, pools, and industrial plans for permit approval.
- Inspect commercial, industrial, and residential buildings to ensure the work was in accordance with the Florida Building Code.

Chief Electrical Inspector, Capri Engineering, West Palm Beach, FL (3/2006-2/007)

- Major projects inspected included Marina Grande 264 units, Condominium Twin Tower, 26 Story high rise building in Riviera Beach
- Performed all the electrical rough inspections and finals on this project.
- Inspected all the units and common areas including fire pumps, boilers, roof top A/C units and main electrical rooms.
- Inspected commercial, industrial and residential buildings to ensure the work was in accordance with the Florida Building Code and the National Electrical Code.

Chief Electrical Inspector/Plans Examiner/Supervisor, Broward County, Fort Lauderdale, FL (3/1985-5/2006)

- Inspected commercial, industrial and residential buildings to ensure the work was in accordance with the Florida Building Code and the National Electrical Code.
- Supervised inspectors and plans examiners for all inspections and plan reviews.
- Review and approved electrical plans for permit approval.
- Some major projects included renovations and new terminals for the Fort Lauderdale-Hollywood International Airport, The rental car facility, 8 story parking garage, rental car facility that included parking on all levels including 64 gasoline dispensers on the bottom level, Resource recovery plants

Journeyman Wireman, IBEW Local Union, Hollywood, FL (9/1969-3/1985). Installed various electrical work for residential, commercial and industrial projects.

LICENSES

Department of Business and Professional, Master Electrician, EC000228

Department of Business and Professional Standard Plans Examiner, PX169, 2005

Department of Business and Professional Standard Inspector, BN361, 2005

Certified by Broward County Board of Rules and Appeals

PROFESSIONAL ASSOCIATIONS

Member of the Board of Directors International Association Of Electrical Inspectors

SUMMARY OF QUALIFICATIONS

Mr. Gonzalez has more than 12 years of experience as Mechanical Plans Examiner and mechanical inspector. His responsibilities include mechanical inspections and plan review of municipal and private projects to assure compliance with the South Florida Building Code.

EXPERIENCE

Chief Mechanical Plans Examiner and Inspector, Calvin, Giordano & Associates, Inc., Fort Lauderdale, FL (2007)

- Responsibilities include the supervision of all mechanical plans examiners and inspectors
- Review and approval of residential, commercial, and industrial type of projects to comply with the Florida Building Code.

Chief Mechanical Inspector, CSA Group, Weston, FL (9/2005-2/2007)

- Reviewed all residential, commercial and industrials plans for compliance with the Florida Building Code.
- Inspected mechanical installation for compliance with approved plans for final sign off.

Mechanical Inspector, Mechanical Plans Examiner, Broward County, Fort Lauderdale, FL (7/1994-9/2005)

- Conducted plan examination for the City of Dania and Miramar.
- Review all documentation to comply with the Florida Building Code and Mechanical Code.
- Conducted inspections on residential, commercial, and industrial projects.

Mechanical Designer I, CES Consulting Group Inc., Pompano Beach, FL (1992-1993). Designed cooling and heating load calculations for residential and commercial projects.

President, USA Construction Inc., Miami, FL (1990-1991). Remodel several residential projects.

Vice President, American Hood Installation & A/C Corp, Miami, FL (1988-1989)

- Sales and installation for various commercial, residential projects
- Installation of commercial kitchen hoods
- Sales of various projects sold internationally.

Mechanical Manager, R.V. Air Conditioning, Inc., Hialeah, FL (1981-1987)

- Installation of Air Conditioning and Refrigeration Units for Residential, Commercial and Industrial projects.
- Supervision of employees for various construction projects
- Designed mechanical plans to meet the minimum standards for the various codes for Metro Dade County, Broward County, and West Palm Beach.

EDUCATION

Bachelor of Arts, St. Thomas University, 1984

LICENSES AND CERTIFICATIONS

Department of Professional Regulation Class A Air Conditioning Contractor's License, 1987

Department of Professional Regulation, Mechanical Contractor's License, 1991

Department of Professional Regulations, Sheet Metal Contractor's License, 1992

Department of Professional Regulation, General Contractor's License, 1993

Ferris State University Certificate, Universal Technician, 1995

Department of Business and Professional Standard Inspector, BN2330, 2005

Department of Business and Professional Standard Inspector, PX1463, 2005

International Code Council Residential Combination Inspector. 5166039-R5

Certified by Broward County Board of Rules and Appeals

SUMMARY OF QUALIFICATIONS

Mr. Gigler is a plumbing plans inspector with more than six (6) years of experience as a plumbing inspector and two (2) years as plumbing plans examiner. His responsibilities include plumbing inspections and plan review of municipal and private projects to assure compliance with the South Florida Building Code. He has a thorough knowledge of the Florida Building Code, NFPA Standards, State Statues and local ordinance. Mr. Gigler has coordinated with architects, engineers, and mechanical engineers to ensure compliance pre-build.

EXPERIENCE

Plumbing Plans Examiner and Inspector, Calvin, Giordano & Associates, Inc., Fort Lauderdale, FL (2/2007-Present)

- Review and approve all commercial, residential, pools, and industrial plans for permit approval.
- Inspect commercial, industrial, and residential buildings to ensure the work was in accordance with the Florida Building Code.

Plumbing Plans Examiner and Inspector, CAP Government, Weston, Fl (10/2005-2/2007)

- Reviewed and approved all commercial, residential, pools and industrial plans for permit approval.
- Inspected commercial, industrial and residential buildings to ensure the work was in accordance with the Florida Building Code.
- Performed hurricane damage assessments and safety inspections following Hurricanes Wilma.

Plumbing Inspector, Broward County, Fort Lauderdale, FL (4/2000-10/2005). Inspected commercial, industrial and residential buildings to ensure the work was in accordance with the Florida Building Code.

Self-Employed, R&N Plumbing Supply, Inc., Oakland Park, FL (1/1996-4/2000). Plumbing supply house.

LICENSES

Department of Professional Regulations, Master Plumber, 86-CMP-744-X

Department of Business and Professional Standard Plans Examiner. PX2643. 2006

Department of Business and Professional Standard Inspector, BN4322, 2001

Calvin, Giordano & Associates, Inc. (CGA) has provided various construction schedules for projects ranging from small residential communities to multi-use sites with specific milestone deadlines. Based on the Town's goals and objectives for each project, site conditions, design criteria and project budget, a detailed construction schedule can be developed. This schedule can be designed to track cash requirements, earned values and project milestones.

Project schedules and goals will be established at the initial project meeting. As required, staffing workload will be adjusted to meet project deadlines and milestones (as established at time of the initial project meeting).

CGA is experienced in different project management software systems like Primavera and Microsoft Project Management, etc., depending on the necessities and compatibility with the Town software we will adjust our system to satisfy the needs.

Calvin, Giordano & Associates, Inc. does not have any conflict of interest or any advantages with respect to this project.

Statement regarding Lawsuits

In the last ten (10) years, other than the instant action, CGA has been involved in the following litigation:

1. Intercounty Engineering, Inc. v. City of Hollywood, et al., Case No: 02-016943 (14), in the 17th Judicial Circuit, in and for Broward County, Florida.

   CGA was a third-party defendant and cross-plaintiff in this contract and indebtedness action filed on or about April 28, 2000 involving the construction of the City of Hollywood West Wellfield Project. The case was settled in 2004.

2. Anthony Sirhan v. FDOT et al. Case No. 00-007809 CACE and Miranda v. Weekly Asphalt etc. et al., Case No. 00-012664, in the 17th Judicial Circuit, in and for Broward County, Florida.

   CGA was a defendant in both actions, which were filed on or about May 9, 2000 and August 1, 2000, respectively. These cases were personal injury and wrongful death actions related to the same auto accident. The case was settled in 2003.

Case Studies (Projects Stated with Client Reference)

Calvin, Giordano & Associates, Inc. (CGA) Staff is familiar with the U.S. Green Building Council's (USGBC) LEED system. Specifically, Mr. Spencer as Assistant Director of the Airport Expansion Program at Fort Lauderdale-Hollywood international Airport, was involved with two projects (Terminal 4 Development and Concourse A) which were designed to incorporate those principles. The USGBC has a large amount of printed material available regarding the Green Building rating system and methodologies for the incorporating the five key principles of LEED into differing types of projects. CGA Staff is familiar with the concepts of LEED as developed by the USGBC, remaining current by reviewing available literature and through discussions with design professionals.

TERMINAL 4 DEVELOPMENT
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT

Client: Broward County
Governmental Center
115 S. Andrews Avenue
Fort Lauderdale, Florida 33301

Project Description: The scope of this project was originally envisioned as a multiple phase project leading to the completion of a new 18- to 21-gate terminal to accommodate international airline traffic. Phase 1 of the project was a 55 million dollar expansion of the existing terminal facility to accommodate an expansion of existing international traffic. Phase II (initial cost estimates for the project were in the 300 to 400 million dollar range) would provide the new international terminal incorporating as much of previous phase construction as practicable in the final facility. Early discussions with the design firm included a desire to incorporate as many LEED concepts as possible given the complexity of the project phasing.

CONCOURSE A TERMINAL 1
FORT LAUDERDALE HOLLYWOOD INTERNATIONAL AIRPORT

Client: Broward County
Governmental Center
115 S. Andrews Avenue
Fort Lauderdale, Florida 33301

Project Description: The scope of this project was a new five-gate Concourse addition to Terminal 1. The budget for this project was 50 million dollars. The project was to incorporate LEED principles to the greatest extent possible. Early meetings

Project Description: between staff and the A/E included discussions regarding the inclusion of green building system concepts into the design. Expansion of Terminal 1 was contemplated early on and as a result, excess capacity was designed into the MEP infrastructure. The Concourse A project would utilize the existing Terminal 1 MEP to support its requirements. Early discussions with the design firm included a desire to incorporate as many LEED concepts as possible given the use of existing Terminal 1 MEP capacities. An alternative design for this project would consider the incorporation of a Cruise Passenger and Baggage facility. This option, if exercised, would have presented additional challenges for incorporation of LEED concepts.

181ST DRIVE ACTIVE PARK
CITY OF SUNNY ISLES BEACH, FLORIDA

Client: John Szerlag, City Manager
18070 Collins Avenue, 4th Floor
Sunny Isles Beach, Florida 33160
(305) 947-0606

Project Description: CGA is currently the Construction Manager for the construction of the 181st Drive Active Park, at 18115 North Bay Road, Sunny Isles Beach, Florida, 33160, consisting of a two (2) acre site to be developed as a public recreation facility, our responsibilities are to manage the project for the owner in its entirety, assuring is completed on time and below budget, this involves constant coordination between all parties involved (contractor, engineer of record, architect, and all permitting agencies).

WESTON CITY HALL
CITY OF WESTON, FLORIDA

Client: Denise Barrett, Director of Communications
2500 Weston Road, Suite 101
Weston, Florida 33331
(954) 385-2000

Project Description: Calvin, Giordano & Associates, Inc. (CGA) is providing construction management for the new Weston City Hall which is being built on a 3½ acre site located at 17200 Royal Palm Boulevard. This one-story, 14,000 square foot building will include offices, meeting rooms and a Commission Chamber with stadium seating for 156 people. The exterior of the building is predominantly stone while the interior finish is a mix of stone and wood. The project also includes a fully integrated generator system, parking, landscape, entry spaces, drainage, and paving.

WESTON PUBLIC WORKS FACILITY
CITY OF WESTON, FLORIDA

Client:	Denise Barrett, Director of Communications 2500 Weston Road, Suite 101 Weston, Florida 33331 (954) 385-2000
Project Description:	CGA is providing construction management service for the new City of Weston Public Works facility which consists of the construction of a one-story building with a mezzanine for storage with a total of 12,071 square feet. The building includes an office area and a garage/storage area. The site will also include parking, water retention areas, landscape, fencing, security gates and site lighting. Also includes the installation of an Emergency Generator to fully operate the building during an emergency.

WESTON CAPITAL IMPROVEMENTS PROJECTS
CITY OF WESTON, FLORIDA

Client:	Denise Barrett, Director of Communications 2500 Weston Road, Suite 101 Weston, Florida 33331 (954) 385-2000
Project Description:	We are currently performing construction inspection for the City of Weston for all Capital projects; which include Roadways, New City Hall Building, Fueling Station, Pumps Stations, SCADA Systems; as well as all inspection for all Engineering permitted projects in the city. Currently we are starting the Three Village Road and Country Isles Roadway improvements, this work consists of road widening including curbing, drainage structures, paving, striping and signage, sidewalk modifications, geometrical improvements, relocation of existing irrigation main, brick pavers, tree relocation and replanting. CGA has provided construction management for the several municipal and district storm water pump stations. The work consisted in array of scopes, from removal of old engines, installation of new engines for pumps, construction of enclosed building including all instrumentation as well as electrical wiring, and SCADA system. Calvin, Giordano & Associates, Inc. (CGA) is currently designing and will performed the construction management for the reconstruction of the two existing storm water pumping stations located on State Road 84 west of Bonaventure Boulevard and SR-84 west of West Mall Road. The scope of the project includes demolition of existing equipment, reinforcement of the sheet piles, construction of a two new buildings to house new engines, generator and all other ancillary equipments needed to operate new pump station and new diesel fuel facility to operate the pumps for a minimum of ten days during any emergency.

ELLER DR / US-1 LOOP RAMP CONSTRUCTION PROJECT
BROWARD COUNTY, FLORIDA

Client:

Melvin Finch, Project Manager
Florida Department of Transportation, District 4
3400 W. Commercial Boulevard
Fort Lauderdale, Florida 33309
(954) 931-6804

Project Description:

CGA is providing construction engineering inspection services for the construction of a new loop ramp from West Bound Eller Drive to South Bound US-1. This project consists of the construction of a new ramp with a bridge over the existing ramp from Southbound US-1 to Westbound I-595. Included in the construction of the ramp are MSE (Mechanically Stabilized Earth) walls, Driven Piles, Storm Water Drainage and two Detention Ponds. The existing Ramp from US-1 to I-595 will be lowered in order to attain the clearance needed for the new Bridge. The US-1 Bridge over Eller Drive and I-595 will be widened to accommodate the new on ramp. A portion of South Bound US-1 from SE 30th Street to the beginning of the bridge deck will be milled and resurfaced. A new High Mast Light will be installed as well as a relocation of an existing High Mast Light and Roadway sign.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: Town of Surfside

   by: George Keller, AICP – Associate
   for: Calvin, Giordano & Associates, Inc.
   whose business address is: 1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
   and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0013869
   (IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or *nolo contendere.*

4. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity come. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signature: _____ Date: **March 22, 2007**

NON-COLLUSIVE AFFIDAVIT

State of **Florida**)
)ss: **65-0013869**
County of **Broward**)

George Keller, AICP being first duly sworn, deposes and says that:

(1) He is the (Owner, Partner, Officer, Representative or Agent) of the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Surfside, or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

FURTHER, AFFIANT SAYETH NAUGHT.

Calvin, Giordano & Associates, Inc.
(vendor)

_____
Signature President/Owner/Officer of the Company

Sworn to and subscribed before me this _____ day of _____, 2007,

By _____ (President/Owner) of

Calvin, Giordano & Associates, Inc. who is personally known to me.

_____
Notary Public signature
Printed name: _____
My Commission Expires: _____
Commission Number: _____

"The City of Weston is pleased to recommend Calvin, Giordano & Associates, Inc. (CGA) for multi-disciplinary consulting services. As a key municipal provider since 1996, CGA has consistently served the City's needs in a professional manner. CGA has provided high quality planning, engineering, landscape architecture, surveying, and GIS services to the community..."

Jeffrey L. Skidmore
Director of Community Services
City of Weston

"The City of Pembroke Pines has enjoyed an ongoing relationship with Calvin, Giordano & Associates for more than 10 years. They have performed the design for many of the major projects that we have constructed during our rapid growth...Calvin, Giordano & Associates has played a major role in the development of our City and have performed a variety of engineering and technical services. They have performed well for us and I am confident that their experience would be of benefit to your City as well."

Martin J. Gayeski
Assistant City Manager
City of Pembroke Pines

"I have worked with Calvin-Giordano & Associates over the past year and have been impressed with their professionalism and the depth of experience that their staff brings to our community. Their staff performs several functions for the Town of Lake Park which includes; engineering services, planning and zoning and oversight of the community development department.

I can say without hesitation that they have gone above and beyond the requirements of their contract with the Town and would recommend Calvin-Giordano & Associates to provide these services to you."

Paul E. Carlisle
(former Town Manager)
Town of Lake Park

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,038

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER 09-1882 **DATE APPROVED** 4/14/09 **CGA PROJECT NUMBER** 09-23635

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
WATER MAIN REPLACEMENT DESIGN PHASE I	WATER MAIN REPLACEMENT DESIGN PHASE I WA#023	$83,825.70	$83,825.70
	BUDGET INCLUSIVE OF REIMBURSABLES	3/31/09 #33051	(4,120.30)
		4/30/09 #33496	(19,609.94)
		7/24/09 #33608	(24,375.39)
		8/13/09 #33871	(7,789.41)
		8/31/09 #34203	(3512.30)
		10/15/09 #34457	(2,992.50)
		10/15/09 #34862	(16,210.05)
			(96.58)
			$78,706.47
	Remaining		$5,119.23
	FY2010	10/31/09	(448.84)
		4/30/10	(3,351.34)
		7/31/10	(1,018.38)
	DEPT. W + Sewer		
	ACCT. # 401-9900-536-6320 (WATER)		
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.		
	DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly)

Gary K Word
Town Manager

RESOLUTION NO. 09-1883

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING WORK AUTHORIZATION WITH CALVIN, GIORDANO & ASSOCIATES, INC. FOR A REPLACEMENT PROGRAM FOR THE WATER SUPPLY NETWORK, INCLUDING VALVES AND HYDRANTS; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO EXECUTE ALL REQURIED DOCUMENATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside's existing water supply system consists of a network of aging iron pipes that are several decades old. A replacement program for the water supply network, including valves and hydrants, is required.

WHEREAS, Town Engineers, Calvin, Giordano and Associates, Inc. (CGA) have developed a three-phase proposal for the design, civil engineering and professional surveying services work that precedes the actual construction with Phase I to consist of water main replacement design work for the southerly third of the Town extending from 88th Street to the north up to 90th Street and from Harding Avenue to Bay Drive.

WHEREAS, the total engineering and survey cost of Phase I of this project will not exceed $83,875.70 with funding from the 2008-2009 budget Water and Sewer Fund (401-9900-536-6320).

WHEREAS, the Town Manager has recommended approval of the proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISION OF THE TOWN OF SURFSIDE, FLORIDA,

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization. The Town Commission hereby authorizes the Town Engineers, Calvin, Giordano and Associates, Inc. (CGA) to develop the design work that precedes the actual construction for Phase I which consists of water main replacement design work for the southerly third of the Town at a cost not to exceed $83,875.70. The work described

with the Water Main Replacement Design is attached hereto and incorporated herein by reference as Attachment "A".

Section 3. Implementation. The Town Manager and the Town Attorney are hereby authorized to take any and all action necessary to implement this Resolution and Agreement in accordance with the terms, conditions and purposes of this Resolution and Agreement.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOTED this 14th day of April, 2009.

Motion by Commissioner Elizabeth Calderon, second by Commissioner Steven Levine.

FINAL VOTE ON ADOPTION

Commissioner Elizabeth Calderon	yes
Commissioner Steven Levine	yes
Commissioner Howard Weinberg	yes
Vice Mayor Marc Imberman	yes
Mayor Charles Burkett	yes

Charles W. Burkett, Mayor

ATTEST:

Debra E. Eastman, MMC
TOWN CLERK

Approved as to form and legality for the use and benefit of the Town of Surfside only:

Lynn M. Dannheisser
Town Attorney

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: March 3, 2009

Mr. Fernando Rodriguez
Public Works Director
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 23
Town of Surfside - Water Main Replacement Design - Phase 1 of 3
CGA Proposal No. 09-2365

Dear Mr. Rodriguez,

Enclosed for your review and approval is Work Authorization No. 23 for Town of Surfside - Water Main Replacement Design - Phase 1 of 3. The scope of the project includes Water Main Replacement Design - Phase 1 of 3, and a written notice to proceed will be required.

The Scope of Services to be furnished under this Work Authorization includes Civil Engineering and Surveying as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $83,825.70.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services
Governmental Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Fort Lauderdale West Palm Beach Orlando Homestead

TOWN OF SURFSIDE

Town of Surfside - Water Main Replacement Design - Phase 1 of 3

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Engineering Services

A. Civil Engineering

1. Final Engineering Plans

- For the purposes of upgrading the Town's potable water distribution system, the water main replacement plan will be broken into three approximately equal phases. Phase One shall include the water main replacement for the southerly third of the Town and shall extend from 88th Street to the south and include up to 90th Avenue. It shall extend from Harding Avenue to the east and Bay Drive to the west. Based upon our analysis we believe that an adequate potable water system currently exists within Collins Avenue and Harding Avenue; therefore, will not need to be replaced. However, water main connections to the east west roadways will require several taps within Harding Avenue, therefore the proposal includes sections of Harding Avenue.
- Prepare Engineering Plans for the replacement of approximately 11,000 linear of water main.
- Prepare Engineering Plans for review by the Town at the 50% and 100% levels.
- Address any comments generated by the Town during their review.
- Attend four - two hour meetings with Town staff to discuss scope, construction schedule and Engineering Plan specifics.
- Attend one - 2 hour community involvement meeting with Town residents.
- Prepare an engineer's estimate of probable costs.

2. Engineering Permitting

- Prepare applications for plan review with the Miami-Dade Water and Sewer Department.
- Prepare applications for plan review with the Miami-Dade Health Department.
- Prepare applications for plan review with the Miami-Dade Environmental Resource Management (DERM).
- Prepare submittal for plan review with the Town of Surfside Engineering and Utilities Department.
- Address comments generated by the review agencies. Two sets of comments are anticipated from the agencies.

3. Construction Services

- Construction Services are not included in this proposal.

II. Professional Surveying Services

A. (Phase I) The Survey department has research this project and found the most efficient, cost effective way to obtain existing conditions on this project is by aerial photography. This project will be broken into Three (3) phases. Please see Attachment "A" for Phase "I" coverage of this proposal. The cost for the aerial photography will include all three phases in Phase I as this will be flown on a one time basis covering all Three (3) phases.

1. The following is a list of tasks to be performed by the survey department on Phase I:

- Control Surveys:
- 7 control locations are needed to produce the planimetric mapping. Required are x, y and z (latitude, longitude and vertical positioning) on all points. There should be sufficient photo-identifiable features to select for all points.
- Base Mapping
- We have coordinated with the Photogrammetrist and found that we could build the base map in Three (3) separate phases. Hours of research has been performed prior to submitting this proposal, it is

our goal to produce a product that is of good quality and cost effective. CGA tried to use the GIS base map from Dade County but found that actual position on the right-of-way lines varied as much as 5 feet in some areas which could be critical to the engineers design. There are approximately 71 blocks on this project which block corners will need to be located. This will be done by having our field crews locate block corners and building the base file by placing the right-of-way lines as occupied.

- Field Editing

- Once the aerial photography is complete it will be sent back to the CGA survey department. CGA will run plots of the line work performed by the Photogrammetrist and have our field crews ground proof the information on Phase "I".

2. AERIAL PHOTOGRAPHY

- Digital Mapping

- Using our first order analytical stereo plotting stations, SRM will provide planimetric digital mapping of the project corridors. Map scale will be 1"=50'. Visible planimetric features collected will include but not be limited to the following: Edge of pavement for all paved surfaces including curbs, parking lots, drives and shoulders, dirt roads and drives, trails, sidewalks, concrete pads, tanks, fences and walls, signs, utility poles, manholes, CATV and telephone boxes, storm drainage structures, valves, flagpoles, meters, fire hydrants, and visible indications of other utility systems, trees, bulkheads, bridges and other features including prominent paint stripping such as stop bars and cross walks. Visible gore cuts in the pavement will also be collected for areas where underground utilities may be located. A CAD Edit will be performed to verify and confirm the database contents and layering structure. To assure completeness, our Florida Registered Surveyor and Mapper will perform a final quality control review. Translation and delivery of the database will be on CD ROM in AutoCAD 2000 and delivered to Calvin, Giordano and Associates.

- Accuracy

- The aerial mapping will meet or exceed the requirements of the State of Florida Minimum Technical Standards set forth in Chapter 61G17 -6. A final signed and sealed map report will be sent after the

mapping has been completed.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $79,834.00 plus reimbursables at $3,991.70 with a total not to exceed amount of $83,825.70. Payments to be made monthly.

3. SUBMITTED

Submitted by: _____ Date: 3-3-09
Dennis J. Giordano

4. APPROVAL

Approved by: _____ Date: 6/3/09
Fernando Rodriguez, Public Works Director

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	23
PROJECT NAME	Town of Surfside - Water Main Replacement Design - Phase 1 of 3 CGA Proposal No. 09-2365
DESCRIPTION	Water Main Replacement Design - Phase 1 of 3, and a written notice to proceed will be required

TITLE	RATE	HOURS/UNITS	COST
Associate Engineering VI	$180.25	5	$901.25
Director Engineering V	$154.50	5	$772.50
Engineer II	$103.00	161	$16,583.00
Project Manager IV	$133.90	108	$14,461.20
Sr. Registered Surveyor	$133.90	20	$2,678.00
Survey Coordinator	$87.55	55	$4,815.25
Survey Crew	$128.75	105.5	$13,583.13
Unit	$26,040.00	1	$26,040.00
			$79,834.33

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$79,834.33**
REIMBURSABLE SUBTOTAL	**$3,991.72**
TOTAL	**$83,826.05**

Reviewed by: _____

Fernando Rodriguez, Public Works Director

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

TOWN OF SURFSIDE
PROFESSIONAL FEE SCHEDULE

Principal	206.00
Executive Assistant	72.10

ENGINEERING

Associate, Engineering	180.25
Director, Engineering	154.50
Project Manager	133.90
Resident Inspector	123.60
Project Engineer	123.60
Engineer	103.00
Jr. Engineer	87.55
Senior CADD Technician	103.00
CADD Technician	82.40
Traffic Technician	77.25
Permit Administrator	77.25
Clerical	72.10

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	154.50
GIS Coordinator	133.90
GIS Specialist	113.30
Multi-Media 3D Developer	92.70
GIS Technician	82.40
Sr. Applications Developer	164.80
Applications Developer	123.60
Network Administration	133.90
System Support Specialist	113.30
IT Support Specialist	82.40

CONSTRUCTION

Associate, Construction	154.50
Construction Management Director	123.60
Senior Inspector	92.70

EMERGENCY MANAGEMENT

Director	133.90
Planner	92.70
Jr. Planner	77.25

PLANNING

Associate, Planning	154.50
Director of Planning	133.90
Planning Administrator	123.60
Assistant Director	113.30
Planner	92.70
Jr. Planner	77.25

EXPERT WITNESS

Principal/Associate	309.00
Registered Engineer/Surveyor	257.50
Project Engineer	206.00

LANDSCAPE ARCHITECT

Associate, Landscape	154.50
Senior Landscape Architect	118.45
Environmental Administrator	113.30
Landscape Architect	103.00
Environmental Specialist	92.70
Landscape CADD Technician	82.40
Environmental Assistant	72.10

SURVEYING

Associate, Surveying	164.80
Hydrographic Survey Crew	334.75
G.P.S. Survey Crew	144.20
Survey Crew	128.75
Senior Registered Surveyor	133.90
Survey Coordinator	87.55
CADD Technician	82.40
Submeter G.P.S	66.95

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	103.00
Environmental Scientist	87.55

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services
Governmental Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-giordano.com

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Effective November 14, 2008

Fort Lauderdale West Palm Beach Orlando Homestead

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Town of Surfside
Commission Communication

Agenda Item #

Agenda Date: April 14, 2009

Subject: WATER MAIN REPLACEMENT DESIGN – PHASE I

Background:

The Town's existing water supply system consists of a network of aging iron pipes that are several decades old. Consequently, the condition of the system is fairly corroded and many of the conduits are undersized. A replacement program for the water supply network, including valves and hydrants, is required.

Analysis:

Town Engineers, Calvin Giordano and Associates, Inc (CGA) have developed a three-phase proposal for the design work that precedes the actual construction. Phase I will consist of water main replacement design work for the southerly third of the Town. This area will extend from 88th Street to the north up to 90th Street and from Harding Avenue to Bay Drive. This phase will not include Harding and Collins Avenues as the water supply lines and hardware along these roads does not need replacement. CGA's work will include civil engineering and professional surveying services, as follows:

- Control Surveys for planimetric mapping
- Base Mapping, Field Editing,and coordination with Photogrammetrist
- Digital and Aerial Photography Mapping for improvements within the project corridors
- Engineering plans for the replacement of approximately 11,000 linear feet of water main lines, meeting with Town officials and residents, and preparing estimates of probable construction costs.
- Preparing and following up on all required permit applications for review by the following Miami-Dade County departments: Water and Sewer, Health, and Environmental Resource Management. All comments submitted by reviewing agencies will be addressed.

WATER MAIN REPLACEMENT DESIGN – PHASE I

Budget Impact: The total engineering and survey cost of Phase I of this project will not exceed $83,875.70. Funding from the Town's 2008-2009 Budget (Water and Sewer fund 401-9900-536-6320) will be used.

Staff Impact: The Public Works Director and Department field staff will assist Town Engineers where necessary.

Recommendation: It is recommended that the Surfside Town Commission approve the $83,825.70 proposal for the Water Main Replacement Design – Phase I (Attachment 1).

Department Head

Town Manager

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,039

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER 09-1897 DATE APPROVED 7/15/09 CGA PROJECT NUMBER 09-2365.1

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL CO
WATER MAIN REPLACEMENT DESIGN PHASE II	WATER MAIN REPLACEMENT DESIGN PHASE II WA#024	$46,736.55	$46,736.55
	8/18/09	#33880	(3,454.22)
	BUDGET INCLUSIVE OF REIMBURSABLE 8/31/09	#34212	(10,762.25)
	10/15/09	#34464	(12,876.05)
	10/15/09	#34871	(12,437.25)
			39,529.77
	FY2010-Remaining —		$ 7,206.78
		10/31/09	(2214.50)
		11/30/09	(623.15)
		12/31/09	(133.90)
		1/31/10	(2,369.00)
		2/28/10	(360.50)
	DEPT. PW	3/31/10	(206.00)
	ACCT. # 401·9900·536·6320		
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.		
	DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly)

Town Manager

funds available

RESOLUTION NO. 09- 1897

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING WORK AUTHORIZATION WITH CALVIN, GIORDANO & ASSOCIATES, INC. FOR PHASE II AND PHASE III OF THE REPLACEMENT PROGRAM FOR THE WATER SUPPLY NETWORK; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO EXECUTE ALL REQURIED DOCUMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside's existing water supply system consists of a network of aging iron pipes that are several decades old. The replacement program for the water supply network Phase 1 is already underway, as approved by the Town Commission on April 14, 2009.

WHEREAS, Town Engineers, Calvin, Giordano and Associates, Inc. (CGA) have developed a three-phase proposal for the design, civil engineering and professional surveying services work. Phase II and Phase III will cover the middle and northern areas of the Town, excluding Harding and Collins Avenue.

WHEREAS, the total engineering and survey cost of Phase II and Phase III of this project will not exceed $98,769.30 with funding anticipated from Miami-Dade County Building Better Communities General Obligation Bond.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISION OF THE TOWN OF SURFSIDE, FLORIDA,

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization. The Town Commission hereby authorizes the Town Engineers, Calvin, Giordano and Associates, Inc. (CGA) to move forward with Phase II and Phase III at a cost not to exceed $98,769.30.

Section 3. Implementation. The Town Manager and the Town Attorney are hereby authorized to take any and all action necessary to implement this Resolution and Agreement in accordance with the terms, conditions and purposes of this Resolution and Agreement.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOTED this 15th day of July, 2009.

Motion by Commissioner Imberman, second by Commissioner Levine.

FINAL VOTE ON ADOPTION

Commissioner Elizabeth Calderon	yes
Commissioner Steven Levine	yes
Commissioner Howard Weinberg	yes
Vice Mayor Marc Imberman	yes
Mayor Charles Burkett	yes

Charles W. Burkett, Mayor

ATTEST:

Debra E. Eastman, MMC
TOWN CLERK

Approved as to form and legality for the use and benefit of the Town of Surfside only:

Lynn M. Dannheisser
Town Attorney

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Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: March 3, 2009

Mr. Gary Word
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 24
Surfside Water Main Replacement Design - Phase 2 of 3
CGA Proposal No. 09-2365.1

Dear Mr. Word,

Enclosed for your review and approval is Work Authorization No. 24 for Surfside Water Main Replacement Design - Phase 2 of 3. The scope of the project includes Water Main Replacement Design - Phase 2 of 3, and a written notice to proceed will be required.

The Scope of Services to be furnished under this Work Authorization includes Civil Engineering and Surveying as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $46,736.55.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services
Governmental Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Fort Lauderdale West Palm Beach Orlando Homestead

TOWN OF SURFSIDE

Surfside Water Main Replacement Design - Phase 2 of 3

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Engineering Services

A. Civil Engineering

1. Final Engineering Plans

- For the purposes of upgrading the Town's potable water distribution system, the water main replacement plan will be broken into three approximately equal phases. Phase Two shall include the water main replacement design for the middle third of the Town and shall extend from 90th Street to the south and include up to 93rd Street. It shall extend from Harding Avenue to the east and Bay Drive to the west. Based upon our analysis we believe that an adequate potable water system currently exists within Collins Avenue and Harding Avenue; therefore, will not need to be replaced. However, water main connections to the east west roadways will require several taps within Harding Avenue, therefore the proposal includes sections of Harding Avenue.

- Prepare Engineering Plans for the replacement of approximately 11,000 linear of water main.

- Prepare Engineering Plans for review by the Town at the 50% and 100% levels.

- Address any comments generated by the Town during their review.

- Attend four - two hour meetings with Town staff to discuss scope, construction schedule and Engineering Plan specifics.

- Attend one - 2 hour community involvement meeting with Town

residents.

- Prepare an engineer's estimate of probable costs.

2. Engineering Permitting

- Prepare applications for plan review with the Miami-Dade Water and Sewer Department.
- Prepare applications for plan review with the Miami-Dade Health Department.
- Prepare applications for plan review with the Miami-Dade Environmental Resource Management (DERM).
- Prepare submittal for plan review with the Town of Surfside Engineering and Utilities Department.
- Address comments generated by the review agencies. Two sets of comments are anticipated from the agencies.

3. Construction Services

- Construction Services are not included in this proposal.

II. Professional Surveying Services

A. Phase Two (2) of a Three (3) phase project. See Attachment "A" for Phase "2" coverage.

1. The following is a list of tasks to be performed by the survey department for Phase II:

- Base Mapping
- Build the right-of-way lines in the electronic file for Phase II based on the recorded plat.
- Field Editing
- CGA will run plots of the line work performed from the

Photogrammetrist and send the field crews out for ground proofing on Phase II.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $44,511.00 plus reimbursables at $2,225.55 with a total not to exceed amount of $46,736.55. Payments to be made monthly.

3. SUBMITTED

Submitted by: _____ Date: 3-3-09
Dennis J. Giordano

4. APPROVAL

Approved by: _____ Date: 7/9/09
Gary Word, Town Manager P. Works

Work Authorization No. 24
March 3, 2009
Calvin, Giordano & Associates, Inc. Proposal No. 09-2365.1

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	24
PROJECT NAME	Surfside Water Main Replacement Design - Phase 2 of 3
	CGA Proposal No. 09-2365.1
DESCRIPTION	Water Main Replacement Design - Phase 2 of 3, and a written notice to proceed will be required

TITLE	RATE	HOURS/UNITS	COST
Associate Engineering VI	$180.25	5	$901.25
Director Engineering V	$154.50	5	$772.50
Engineer II	$103.00	161	$16,583.00
Project Manager IV	$133.90	108	$14,461.20
Sr. Registered Surveyor	$133.90	12	$1,606.80
Survey Coordinator	$87.55	34	$2,976.70
Survey Crew	$128.75	56	$7,210.00
			$44,511.45

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$44,511.45**
REIMBURSABLE SUBTOTAL	**$2,225.57**
TOTAL	**$46,737.02**

Reviewed by: Gary Word P. Works
Gary Word, Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

TOWN OF SURFSIDE
PROFESSIONAL FEE SCHEDULE

Principal	206.00
Executive Assistant	72.10

ENGINEERING

Associate, Engineering	180.25
Director, Engineering	154.50
Project Manager	133.90
Resident Inspector	123.60
Project Engineer	123.60
Engineer	103.00
Jr. Engineer	87.55
Senior CADD Technician	103.00
CADD Technician	82.40
Traffic Technician	77.25
Permit Administrator	77.25
Clerical	72.10

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	154.50
GIS Coordinator	133.90
GIS Specialist	113.30
Multi-Media 3D Developer	92.70
GIS Technician	82.40
Sr. Applications Developer	164.80
Applications Developer	123.60
Network Administration	133.90
System Support Specialist	113.30
IT Support Specialist	82.40

CONSTRUCTION

Associate, Construction	154.50
Construction Management Director	123.60
Senior Inspector	92.70

EMERGENCY MANAGEMENT

Director	133.90
Planner	92.70
Jr. Planner	77.25

PLANNING

Associate, Planning	154.50
Director of Planning	133.90
Planning Administrator	123.60
Assistant Director	113.30
Planner	92.70
Jr. Planner	77.25

EXPERT WITNESS

Principal/Associate	309.00
Registered Engineer/Surveyor	257.50
Project Engineer	206.00

LANDSCAPE ARCHITECT

Associate, Landscape	154.50
Senior Landscape Architect	118.45
Environmental Administrator	113.30
Landscape Architect	103.00
Environmental Specialist	92.70
Landscape CADD Technician	82.40
Environmental Assistant	72.10

SURVEYING

Associate, Surveying	164.80
Hydrographic Survey Crew	334.75
G.P.S. Survey Crew	144.20
Survey Crew	128.75
Senior Registered Surveyor	133.90
Survey Coordinator	87.55
CADD Technician	82.40
Submeter G.P.S	66.95

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	103.00
Environmental Scientist	87.55

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

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www.calvin-giordano.com

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Effective November 14, 2008

Fort Lauderdale West Palm Beach Orlando Homestead

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,040

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER 09-1897 DATE APPROVED 7/15/09 CGA PROJECT NUMBER 09-2365.2

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
WATER MAIN REPLACEMENT DESIGN PHASE III	WATER MAIN REPLACEMENT DESIGN PHASE II I WA#025	$52,032.75	$52,032.75
	9/1/09	#33881	(3215.90)
	BUDGET INCLUSIVE OF REIMBURSABLE 9/2/09	#34231	(14,884.23)
	10/15/09	#34465	(7652.90)
	10/15/09	#34872	(14,677.50)
			40,430.53
	FY2010 - Remaining..		11,602.22
		10/31/09	(3,934.60)
		11/30/09	(1503.80)
		12/31/09	(988.80)
		1/31/10	(1076.35)
		2/28/10	(916.70)
	DEPT. PW-W&S	3/31/10	(133.90)
	ACCT. # 401.9900.536.6320	4/30/10	(267.80)
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.	5/31/10	(714.57)
		6/30/10	(1,635.14)
	DEPARTMENT HEAD	7/31/10	(360.50)

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly)

Gary L Word
Town Manager

funds available NLS

RESOLUTION NO. 09-1897

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING WORK AUTHORIZATION WITH CALVIN, GIORDANO & ASSOCIATES, INC. FOR PHASE II AND PHASE III OF THE REPLACEMENT PROGRAM FOR THE WATER SUPPLY NETWORK; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO EXECUTE ALL REQURIED DOCUMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside's existing water supply system consists of a network of aging iron pipes that are several decades old. The replacement program for the water supply network Phase 1 is already underway, as approved by the Town Commission on April 14, 2009.

WHEREAS, Town Engineers, Calvin, Giordano and Associates, Inc. (CGA) have developed a three-phase proposal for the design, civil engineering and professional surveying services work. Phase II and Phase III will cover the middle and northern areas of the Town, excluding Harding and Collins Avenue.

WHEREAS, the total engineering and survey cost of Phase II and Phase III of this project will not exceed $98,769.30 with funding anticipated from Miami-Dade County Building Better Communities General Obligation Bond.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISION OF THE TOWN OF SURFSIDE, FLORIDA,

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization. The Town Commission hereby authorizes the Town Engineers, Calvin, Giordano and Associates, Inc. (CGA) to move forward with Phase II and Phase III at a cost not to exceed $98,769.30.

Section 3. Implementation. The Town Manager and the Town Attorney are hereby authorized to take any and all action necessary to implement this Resolution and Agreement in accordance with the terms, conditions and purposes of this Resolution and Agreement.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOTED this 15th day of July, 2009.

Motion by Commissioner Imberman, second by Commissioner Levine.

FINAL VOTE ON ADOPTION

Commissioner Elizabeth Calderon	yes
Commissioner Steven Levine	yes
Commissioner Howard Weinberg	yes
Vice Mayor Marc Imberman	yes
Mayor Charles Burkett	yes

Charles W. Burkett, Mayor

ATTEST:

Debra E. Eastman, MMC
TOWN CLERK

Approved as to form and legality for the use and benefit of the Town of Surfside only:

Lynn M. Dannheisser
Town Attorney

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Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: March 3, 2009

Mr. Gary Word
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 25
Surfside Water Main Replacement Design - Phase 3 of 3
CGA Proposal No. 09-2365.2

Dear Mr. Word,

Enclosed for your review and approval is Work Authorization No. 25 for Surfside Water Main Replacement Design - Phase 3 of 3. The scope of the project includes Water Main Replacement Design - Phase 3 of 3, and a written notice to proceed will be required.

The Scope of Services to be furnished under this Work Authorization includes Civil Engineering and Surveying as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $52,032.75.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
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TOWN OF SURFSIDE

Surfside Water Main Replacement Design - Phase 3 of 3

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Engineering Services

A. Civil Engineering

1. Final Engineering Plans

- For the purposes of upgrading the Town's potable water distribution system, the water main replacement plan will be broken into three approximately equal phases. Phase Three shall include the water main replacement design for the northerly third of the Town and shall extend from 93rd Street to the south and include up to 96th Avenue. It shall extend from Harding Avenue to the east and Bay Drive to the west. Based upon our analysis we believe that an adequate potable water system currently exists within Collins Avenue and Harding Avenue; therefore, will not need to be replaced. However, water main connections to the east west roadways will require several taps within Harding Avenue, therefore the proposal includes sections of Harding Avenue.

- Prepare Engineering Plans for the replacement of approximately 11,000 linear of water main.

- Prepare Engineering Plans for review by the Town at the 50% and 100% levels.

- Address any comments generated by the Town during their review.

- Attend four - two hour meetings with Town staff to discuss scope, construction schedule and Engineering Plan specifics.

- Attend one - 2 hour community involvement meeting with Town

residents.

- Prepare an engineer's estimate of probable costs.

2. Engineering Permitting

- Prepare applications for plan review with the Miami-Dade Water and Sewer Department.
- Prepare applications for plan review with the Miami-Dade Health Department.
- Prepare applications for plan review with the Miami-Dade Environmental Resource Management (DERM).
- Prepare submittal for plan review with the Town of Surfside Engineering and Utilities Department.
- Address comments generated by the review agencies. Two sets of comments are anticipated from the agencies.

3. Construction Services

- Construction Services are not included in this proposal.

II. Professional Surveying Services

A. Phase Three (3) of a Three (3) phase project. See Attachment "A" for Phase "3" coverage.

1. The following is a list of tasks to be performed by the survey department for Phase III:

- Base Mapping
- Build the right-of-way lines in the electronic file for Phase III based on the recorded plat.
- Field Editing
- CGA will run plots of the line work performed from the

Photogrammetrist and send the field crews out for ground proofing on Phase III.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $49,555.00 plus reimbursables at $2,477.75 with a total not to exceed amount of $52,032.75. Payments to be made monthly.

3. SUBMITTED

Submitted by: _____ Date: 3-3-09
Dennis J. Giordano

4. APPROVAL

Approved by: _____ P. Works Date: 7/9/09
Gary Word, Town Manager

Work Authorization No. 25
March 3, 2009
Calvin, Giordano & Associates, Inc. Proposal No. 09-2365.2

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	25
PROJECT NAME	Surfside Water Main Replacement Design - Phase 3 of 3
	CGA Proposal No. 09-2365.2
DESCRIPTION	Water Main Replacement Design - Phase 3 of 3, and a written notice to proceed will be required

TITLE	RATE	HOURS/UNITS	COST
Associate Engineering VI	$180.25	5	$901.25
Director Engineering V	$154.50	5	$772.50
Engineer II	$103.00	161	$16,583.00
Project Manager IV	$133.90	108	$14,461.20
Sr. Registered Surveyor	$133.90	16	$2,142.40
Survey Coordinator	$87.55	48	$4,202.40
Survey Crew	$128.75	81.5	$10,493.13
			$49,555.88

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$49,555.88**
REIMBURSABLE SUBTOTAL	**$2,477.79**
TOTAL	**$52,033.67**

Reviewed by: Gary L Word P. Works
Gary Word, Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

TOWN OF SURFSIDE
PROFESSIONAL FEE SCHEDULE

Principal	206.00
Executive Assistant	72.10

ENGINEERING

Associate, Engineering	180.25
Director, Engineering	154.50
Project Manager	133.90
Resident Inspector	123.60
Project Engineer	123.60
Engineer	103.00
Jr. Engineer	87.55
Senior CADD Technician	103.00
CADD Technician	82.40
Traffic Technician	77.25
Permit Administrator	77.25
Clerical	72.10

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	154.50
GIS Coordinator	133.90
GIS Specialist	113.30
Multi-Media 3D Developer	92.70
GIS Technician	82.40
Sr. Applications Developer	164.80
Applications Developer	123.60
Network Administration	133.90
System Support Specialist	113.30
IT Support Specialist	82.40

CONSTRUCTION

Associate, Construction	154.50
Construction Management Director	123.60
Senior Inspector	92.70

EMERGENCY MANAGEMENT

Director	133.90
Planner	92.70
Jr. Planner	77.25

PLANNING

Associate, Planning	154.50
Director of Planning	133.90
Planning Administrator	123.60
Assistant Director	113.30
Planner	92.70
Jr. Planner	77.25

EXPERT WITNESS

Principal/Associate	309.00
Registered Engineer/Surveyor	257.50
Project Engineer	206.00

LANDSCAPE ARCHITECT

Associate, Landscape	154.50
Senior Landscape Architect	118.45
Environmental Administrator	113.30
Landscape Architect	103.00
Environmental Specialist	92.70
Landscape CADD Technician	82.40
Environmental Assistant	72.10

SURVEYING

Associate, Surveying	164.80
Hydrographic Survey Crew	334.75
G.P.S. Survey Crew	144.20
Survey Crew	128.75
Senior Registered Surveyor	133.90
Survey Coordinator	87.55
CADD Technician	82.40
Submeter G.P.S	66.95

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	103.00
Environmental Scientist	87.55

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Engineering
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Effective November 14, 2008

Fort Lauderdale West Palm Beach Orlando Homestead

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Water main Phase II+III Approval

pg 6

Town of Surfside
Town Commission Meeting
July 15, 2009 7:00 p.m.
Town Hall Commission Chambers - 9293 Harding Ave, 2nd Fl
Surfside, FL 33154

MINUTES

The Town of Surfside Town Commission met Tuesday, July 15, 2009 at 7 p.m. in Regular Session in the Commission Chambers at Town Hall at 9293 Harding Avenue in Surfside.

1. **Opening**

   A. Call to Order
   The meeting was called to order at 7:04 p.m.

   B. Roll Call of Members
   Town Clerk, Debra Eastman called the roll and the following were present: Commissioner Elizabeth Calderon, Commissioner Steven Levine, Commissioner Howard Weinberg, Vice Mayor Marc Imberman and Mayor Charles Burkett.

   C. Pledge of Allegiance
   David Allen, Chief of Police, led the Pledge of Allegiance.

   D. Agenda and Order of Business
   Town Attorney, Lynn Dannheisser requested that item 3C be removed from the consent agenda to 5B, deferred 4B Boat Storage and asked that items 4 A and 4B be heard first on the agenda.
   Mayor Charles Burkett added the Gazette and Tourist Bureau to the end of the agenda.
   Commissioner Steven Levine added 75th Anniversary Committee to Unfinished Business.
   A motion was made by Commissioner Elizabeth Calderon to accept the agenda. The motion received a second from Commissioner Steven Levine. All were in favor.

   E. Special Presentations
   Rebecca Shionis Day, 2009 Exemplary Student – Mayor Burkett, Vice Mayor Imberman
   Vice Mayor Marc Imberman recognized Rebecca Shionis and honored her with a certificate.
   Recognition of Legal Interns – Mayor Burkett, Lynn Dannheisser, Town Attorney
   Town Attorney, Lynn Dannheisser recognized Sheila Cherfilus, Law Clerk and Philip Koenig, Legal Intern for their work in the Office of Town Attorney for the last several weeks.

Police Chief, David Allen recognized Sergeant Rory Alberto for his outstanding performance.

2. **Quasi-Judicial Hearings**

3. **Consent Agenda**
All items on the consent agenda are considered routine by the Town Commission and will be approved by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event, the item will be moved to the main agenda under the appropriate heading for consideration.

Recommended Motion: To approve all consent agenda items as presented below.

A. **Approval of the Minutes**
1. May 12, 2009 Regular Commission Meeting
2. June 9, 2009 Regular Commission Meeting
3. May 19, 2009 Special Commission Meeting

Vice Mayor Marc Imberman made a motion to approve the minutes. The motion received a second from Commissioner Steven Levine. Mayor Charles Burkett called for the vote and all were in favor.

B. Monthly Budget to Actual Summary - Martin Sherwood

C. Preliminary Certification of Election Results –
Gary Word, Town Manager
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA PRELIMINARILY CERTIFYING AND DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD ON JULY 14, 2009 TO VOTE ON THE GENERAL OBLIGATION BONDS FOR THE COMMUNITY CENTER, AQUATIC FACILITY AND LIBRARY COMPLEX PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.
Vice Mayor Imberman made a motion to adopt the resolution. The motion received a second from Commissioner Steven Levine. Town Attorney, Lynn Dannheisser explained the reason for the resolution. Mayor Charles Burkett called for the vote and all were in favor.

4. **Ordinances and Public Hearings**

A. **Second Readings (Ordinances)**

1. Property Maintenance Standards Ordinance
-Lynn Dannheisser, Town Attorney
AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE III PROPERTY MAINTENANCE STANDARDS SECTION 14-51 TO SECTION 14-53; PROVIDING FOR INCLUSION IN THE TOWN CODE; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR

SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
Town Clerk, Debra Eastman, read the title of the ordinance. Richard Iacobacci suggested a volunteer program for those who may need assistance. Vice Mayor Marc Imberman made a motion to adopt the ordinance. The motion received a second from Commissioner Elizabeth Calderon. Town Clerk, Debra Eastman called the roll and all were in favor.

2. Portable Storage Units – Lynn Dannheisser, Town Attorney
Sarah Sinatra, Town Planner
AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90.53 OF THE ZONING CODE OF THE TOWN OF SURFSIDE RELATING TO PORTABLE STORAGE UNITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
Town Clerk, Debra Eastman, read the title of the ordinance.
Commissioner Steven Levine made a motion to adopt the ordinance.
The motion received a second from Commissioner Elizabeth Calderon.
Town Clerk, Debra Eastman called the roll and all were in favor.

3. Fences, Walls and Hedges – Lynn Dannheisser, Town Attorney
Sarah Sinatra, Town Planner
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING"; ARTICLE V "DESIGN STANDARDS"; SECTION 90.2 "DEFINITIONS" AND SECTION 90-56 "FENCES, WALLS AND HEDGES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
Town Clerk, Debra Eastman, read the title of the ordinance. Karen Friedman explained the ordinance. Commissioner Elizabeth Calderon made a motion to adopt the ordinance. The motion received a second from Commissioner Steven Levine. Town Clerk, Debra Eastman called the roll and all were in favor.

B. First Readings (Public Hearings on Ordinances)

1. Boat Storage – Lynn Dannheisser, Town Attorney
Sarah Sinatra, Town Planner
AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN CODE BY AMENDING CHAPTER 90 BY AMENDING SECTIONS 90.65 RELATING TO BOATING STORAGE; PROVIDING FOR "SEVERABILITY"; PROVIDING

FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.
This item was deferred.

2. Nuisance Abatement Ordinance – Lynn Dannheisser, Town Attorney
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 1-8 "PENALTY FOR VIOLATIONS" AND SECTION 15-17 "ADDITIONAL ENFORCEMENT POWERS" AND SECTION 15-18 "VIOLATIONS; SCHEDULE OF CIVIL PENALTIES AND CREATING" SECTION 15-19 "ABATEMENT BY THE TOWN; RECOVERY OF COSTS AND EXPENSES; IMPOSITION OF LIENS" OF CHAPTER 15 OF THE TOWN CODE OF ORDINANCES TO PROVIDE FOR NUISANCE ABATEMENT PROCEDURES AND REMEDIES IN VARIOUS CODE SECTIONS AUTHORIZING THE TOWN TO RECOVER ITS COSTS AND FILE A LIEN FOR SUCH NUISANCE ABATEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR REPEAL; PROVIDING FOR AN EFFECTIVE DATE.
Town Clerk, Debra Eastman, read the title of the ordinance. Town Attorney, Lynn Dannheisser explained this does not create any new action by the Town. Commissioner Elizabeth Calderon made a motion to introduce the ordinance on first reading. The motion received a second from Commissioner Steven Levine. Town Clerk, Debra Eastman called the roll and all were in favor.

3. Flood Plain Map – Steve Uman, Building Official
AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING CHAPTER 42, "FLOODS," ARTICLE 3, "GENERAL PROVISIONS," SECTION B, "BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD;" PROVIDING FOR SEVERABILITY AND REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.
Town Clerk, Debra Eastman read the title of the ordinance. Building Official, Steve Uman explained the update of the flood insurance rate maps. Commissioner Steven Levine made a motion to introduce the ordinance on first reading. The motion received a second from Commissioner Elizabeth Calderon. Town Clerk, Debra Eastman called the roll and all were in favor.

5. Resolutions and Proclamations

A. Carlisle on the Ocean Agreement – Gary Word, Town Manager
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER AND TOWN

ATTORNEY TO EXECUTE A SETTLEMENT AGREEMENT WITH CARLISLE ON THE OCEAN CONDOMINIUM ASSOCIATION, INC.; PROVIDING FOR IMPLEMENTATION AND PROVIDING FOR AN EFFECTIVE DATE.
Town Clerk, Debra Eastman read the title of the resolution. Town Manager, Gary Word explained the terms of the agreement. Commissioner Howard Weinberg made a motion to approve the resolution. The motion received a second from Commissioner Steven Levine. Mayor Charles Burkett called for the vote and all were in favor.

B. Adoption of Millage –Martin Sherwood, Director of Finance
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DETERMINING A PROPOSED OPERATING AND DEBT SERVICE MILLAGE RATE, DETERMINING THE CURRENT YEAR ROLLED-BACK RATE; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND PUBLIC BUDGET HEARINGS AS REQUIRED BY LAW; DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.
Town Clerk, Debra Eastman read the title of the resolution. Finance Director, Martin Sherwood explained the proposed millage and need to report to County Property Appraiser. Vice Mayor Marc Imberman made a motion to retain the millage rate from last year of 4.7332 and let the Town Manager figure out the details. The motion received a second from Commissioner Elizabeth Calderon. Town Manager, Gary Word explained the dollar impact on the budget. Town Clerk, Debra Eastman called the roll and all were in favor.

C. Building Better Communities Interlocal Agreement –
Fernando Rodriguez, Director of Public Works
A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM INTERLOCAL AGREEMENT BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND MIAMI-DADE COUNTY.
Town Clerk, Debra Eastman read the title of the resolution. Commissioner Steven Levine made a motion to adopt the resolution. The motion received a second from Vice Mayor Marc Imberman. Mayor Charles Burkett called for the vote and all were in favor.

D. Water Main Replacement – Phase II and III
Fernando Rodriguez, Director of Public Works
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING WORK AUTHORIZATION WITH CALVIN, GIORDANO & ASSOCIATES, INC. FOR PHASE II AND PHASE III OF THE REPLACEMENT PROGRAM FOR THE WATER SUPPLY NETWORK; AUTHORIZING THE TOWN MANAGER AND

TOWN ATTORNEY TO EXECUTE ALL REQURIED DOCUMENATION; PROVIDING FOR AN EFFECTIVE DATE.
Town Clerk, Debra Eastman read the title of the resolution. Vice Mayor Marc Imberman made a motion to adopt the resolution. The motion received a second from Commissioner Steven Levine. Mayor Charles Burkett called for the vote and all were in favor.

6. **Good and Welfare**
Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.

Marta Olchyk stated concern with spending.
Paul Yavis spoke of the recent election and vendors used by the Town.
Robin Hopkins commented on the recent election.
Christian Moscona spoke of the recent election.
Litsa Kyrellis suggested the Town build a one story building and pool.
Alan Lipkowitz spoke of the recent election.

Commissioner Elizabeth Calderon made a motion to build a scaled-down version of the Community Center to include a pool, bathrooms, lifeguard station and a facility to include children's programming not to exceed the cost of 5 million dollars. The motion received a second from Commissioner Howard Weinberg.

Town Manager, Gary Word asked for Commission direction to provide for the additional 1.3 million dollars.

Commissioner Howard Weinberg and Commissioner Steven Levine requested to amend the motion to include the condition that the building be expandable. They requested that the building be capable of being expanded, not a knock down building, even if that led to the building being initially smaller. Commissioner Elizabeth Calderon agreed to the amendment. Commissioner Elizabeth Calderon also amended the motion to include the words "aquatic facility".

Town Attorney, Lynn Dannheisser explained that there are costs to building other than the price of the building itself.

Mayor Charles Burkett called for the vote and the motion passed 4-1 with Vice Mayor Marc Imberman voting in opposition.

Mark Blumstein asked about where the Commission will find the additional 1.3 million dollars for this proposal.
Elian Ramirez spoke of the open lot.
Richard Iacobacci requested that the Town repair the shower.
Joe Graubart spoke in support of the Town Manager to leave dollars in surplus.

7. **Town Manager and Town Attorney Reports**

8. Unfinished Business and New Business

Commissioner Steven Levine explained there was still one appointment outstanding for the 75th Anniversary Committee. Commissioner Steven Levine requested that the Town Clerk provide the Town Commission with any outstanding vacancies on Town Committees at each regular meeting.

9. Mayor, Commission and Staff Communications

A. Code Enforcement – Mayor Burkett

Mayor Charles Burkett requested that the Town enforce painting of buildings on Collins and Harding Avenues. Town Manager, Gary Word requested that specific addresses be provided.

Mayor Charles Burkett made a request to put regular articles back in the Gazette. Commissioner Steven Levine spoke in opposition. Vice Mayor Marc Imberman spoke in opposition. Commissioner Elizabeth Calderon stated this would be costly. Commissioner Howard Weinberg spoke in opposition.

Mayor Charles Burkett asked Tourist Bureau Director, Duncan Tavares to explain the Tourist Bureau tax and how the Tourist tax is budgeted.

B. Colors Town is Using – Mayor Burkett

Mayor Charles Burkett requested that the Town Commission receive information on the top four colors for the stamped asphalt crosswalks and the selected color information be added to the resolution documents

C. Dogs on the Beach – Mayor Burkett

Town Attorney, Lynn Dannheisser informed the Town Commission that it does not have the authority to allow dogs on the beach.

10. Adjournment

The meeting adjourned at 11 p.m.

Accepted this 11 day of Aug., 2009

Charles Burkett, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,049

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER 10-1928 DATE APPROVED 3/09/10 CGA PROJECT NUMBER 08-20

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
SANITARY SEWER LINING & REPLACEMENT	SANITARY SEWER LINING & REPLACEMENT WA# 30	$64,153.95	$64,153.95
	* PHASE II	4/30/10	(19,204.35)
	BUDGET INCLUSIVE OF REIMBURSABLES	5/31/10	(16,632.63)
		6/30/10	(14,843.17)
		7/31/10	(1,906.99)
		8/31/10	(6,153.62)
	DEPT. W/S		
	ACCT. # 401-9900-536-6310		
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.		
	DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly)

Town Manager

CGA 08-2045.1

RESOLUTION NO. 10-1928

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING WORK AUTHORIZATION WITH CALVIN, GIORDANO & ASSOCIATES, INC. FOR THE PREPARATION OF CONSTRUCTION PLANS AND DOCUMENTS, PERMIT PROCESSING AND CONSTRUCTION MANAGEMENT SERVICES REQUIRED FOR THE LINING AND REPLACEMENT OF SANITARY SEWER LINES; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO EXECUTE ALL REQUIRED DOCUMENATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside's sanitary sewer lines are over 50 years old and determined from video inspection to be in poor condition.

WHEREAS, broken or leaking pipes allow additional flow of groundwater into the system which increases disposal costs and reduces the sewer system's capacity.

WHEREAS, Town Engineers, Calvin, Giordano and Associates, Inc. (CGA) have developed a proposal for the engineering design, permitting and construction management services during project implementation.

WHEREAS, the total cost associated with this proposal will not exceed $64,153.95, a cost that will be more than offset by two approved grants totaling $225,000.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA,

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization. The Town Commission hereby authorizes the Town Engineers, Calvin, Giordano and Associates, Inc. (CGA) to move forward with the Work Authorization No. 30 (Exhibit 1) at a cost not to exceed $64,153.95.

Section 3. Implementation. The Town Manager and the Town Attorney are hereby

authorized to take any and all action necessary to implement this Resolution and Agreement in accordance with the terms, conditions and purposes of this Resolution and Agreement.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOTED this 9th day of March, 2010.

Motion by Commissioner Imberman, second by Commissioner Levine.

FINAL VOTE ON ADOPTION

Commissioner Elizabeth Calderon yes
Commissioner Steven Levine yes
Commissioner Howard Weinberg yes
Vice Mayor Marc Imberman yes
Mayor Charles Burkett yes

Marc Imberman, Vice Mayor

ATTEST:

Debra E. Eastman, MMC
TOWN CLERK

Approved as to form and legality for the use and benefit of the Town of Surfside only:

Lynn M. Dannheisser
Town Attorney

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Town of Surfside
Commission Communication

Agenda Item # 5E
Agenda Date: March 9, 2010

Subject: Sanitary Sewer Lining and Replacement

Background: As part of the Town-wide improvements to the infrastructure, the sanitary sewer pipes need to be lined or replaced in certain areas. The existing pipes are over 50 years old and are in poor condition. Broken or leaking pipes create additional flow from the infiltration of the groundwater which increases disposal costs and reduces the needed sewer capacity. The Town is mandated by the EPA through a Consent Agreement with DERM to improve the system and reduce water infiltration. The improvement will increase the level of service, as well as increase the capacity of the Sanitary Sewer Collection System to avoid a building moratorium.

In addition, infiltration of ground water through cracks or breaks in the sanitary sewer has resulted in sewer disposal costs that are more than 26% over budget or $200,000 per year. Future budgetary re-appropriation from reserves will likely be necessary to cover this ongoing, degradation until the CIP repairs/replacements/relining are fully completed.

Analysis: Calvin Giordano and Associates (CGA) has identified the areas of concern and needs to prepare construction documents for the lining and the replacement, obtain permits from the governmental agencies and furnish engineering services during the construction of these improvements. Staff is proposing to move forward with this project to comply with the Consent Agreement.

Budget Impact: The work authorization attached (see Exhibit 1) provides for system assessment, engineering, and design services at a cost not to exceed $64,153.95. CGA has assisted the Town in obtaining grants in the amounts of $100,000 and $125,000 in order to partially fund the design and construction costs. The combination of these grants and the Town's existing CIP budget will result in no additional impact to the Town's budget.

Staff Impact: N/A

Recommendation It is recommended that the Surfside Town Commission approve the attached resolution approving Work Authorization No. 30 for the Sanitary Sewer Line Improvements.

209 Department Head

Town Manager

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Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: January 13, 2010

Mr. Gary Word
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 30
Sanitary Sewer Lining & Replacement
CGA Proposal No. 08-2045.1

Dear Mr. Word,

Enclosed for your review and approval is Work Authorization No. 30 for Sanitary Sewer Lining & Replacement. The scope of the project includes coordinate construction of lining and sewer replacement .

The Scope of Services to be furnished under this Work Authorization includes Civil Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $64,153.95.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services
Governmental Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Fort Lauderdale West Palm Beach Orlando Homestead

TOWN OF SURFSIDE

Sanitary Sewer Lining & Replacement

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Engineering Services

A. Civil Engineering

1. Prepare a report identifying areas of concern within the City's sanitary sewer system based upon the televised reports. The areas of concern shall include cracked pipes, broken pipes, manholes in need of repair and sanitary sewer lateral connections to the main gravity sewer line. Provide recommendations for the City in order to improve the sewer system.

2. Review the report with the City's staff and make recommendations regarding repair and/or replacement.

3. Prepare an Engineering Plan identifying the areas that are to be replaced, repaired or lined in place. There is currently 49,000 linear feet of gravity sewer main within the City's limits.

4. Review Engineering Plans with the City's staff to discuss cost, implementation and timing.

   - Prepare Bid Documents including plans and technical specifications.

   - Assist with Advertisement, Bidding and Award

5. Engineering Permitting

   - CGA shall prepare the required permit applications, exhibits and engineering needed for the issuance of permits by the jurisdictional agencies. Permits shall be obtained as necessary from the Miami Dade Water and Sewer Department (MDWASD), the Town of Surfside and Miami Dade County Environmental Resource Management (DERM).

6. Provide engineering services during construction to include:

- Perform periodic on-site engineering inspections as necessary during construction.
- Review as-builts and shop drawings.
- Coordinate with the contractor to answer any design related questions that arise during construction.
- Assist with contractor's payment request.
- Assist with project closeout.
- Review the contractor's change orders.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $61,099.00 plus reimbursables at $3,054.95 with a total not to exceed amount of $64,153.95. Payments to be made monthly.

3. SUBMITTED

Submitted by: _____ Date: 1-19-10
Dennis J. Giordano

4. APPROVAL

Approved by: _____ Date: 7/7/10
Gary Word, Town Manager

Work Authorization No. 30
January 13, 2010
Calvin, Giordano & Associates, Inc. Proposal No. 08-2045.1

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	30
PROJECT NAME	Sanitary Sewer Lining & Replacement CGA Proposal No. 08-2045.1
DESCRIPTION	coordinate construction of lining and sewer replacement

TITLE	RATE	HOURS/UNITS	COST
Engineer II	$103.00	276	$28,428.00
Project Manager IV	$133.90	244	$32,671.60
			$61,099.60

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$61,099.60**
REIMBURSABLE SUBTOTAL	**$3,054.98**
TOTAL	**$64,154.58**

Reviewed by: _____
Gary Word, Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

TOWN OF SURFSIDE
PROFESSIONAL FEE SCHEDULE

Principal	212.18
Executive Assistant	74.26

ENGINEERING

Associate, Engineering	185.66
Director, Engineering	159.14
Project Manager	137.92
Resident Inspector	127.31
Project Engineer	127.31
Engineer	106.09
Jr. Engineer	90.18
Senior CADD Technician	106.09
CADD Technician	84.87
Traffic Technician	79.57
Permit Administrator	79.57
Clerical	74.26

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	159.14
GIS Coordinator	137.92
GIS Specialist	116.70
Multi-Media 3D Developer	95.48
GIS Technician	84.87
Sr. Applications Developer	169.74
Applications Developer	127.31
Network Administration	137.92
System Support Specialist	116.70
IT Support Specialist	84.87

CONSTRUCTION

Associate, Construction	159.14
Construction Management Dir.	127.31
Senior Inspector	95.48

EMERGENCY MANAGEMENT

Director	137.92
Planner	95.48
Jr. Planner	79.57

PLANNING

Associate, Planning	159.14
Director of Planning	137.92
Planning Administrator	127.31
Assistant Director	116.70
Planner	95.48
Jr. Planner	79.57

EXPERT WITNESS

Principal/Associate	318.27
Registered Engineer/Surveyor	265.23
Project Engineer	212.18

LANDSCAPE ARCHITECT

Associate, Landscape	159.14
Senior Landscape Architect	122.00
Environmental Administrator	116.70
Landscape Architect	106.09
Environmental Specialist	95.48
Landscape CADD Technician	84.87
Environmental Assistant	74.26

SURVEYING

Associate, Surveying	169.74
Hydrographic Survey Crew	344.79
G.P.S. Survey Crew	148.53
Survey Crew	132.61
Senior Registered Surveyor	137.92
Survey Coordinator	90.18
CADD Technician	84.87
Submeter G.P.S	68.96

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	106.09
Environmental Scientist	90.18

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services
Governmental Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

http://cgasp01/cga_intranet/Documents/Surfside Prof Fee Schedule eff Dec 2009.doc

Effective December 1, 2009

Fort Lauderdale West Palm Beach Orlando Homestead

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,050

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER 10-1927 **DATE APPROVED** 3/09/10 **CGA PROJECT NUMBER** 08-20

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
SANITARY SEWER PS#1 & 2 IMPRV	SANITARY SEWER PUMP STATIONS# 1 & 2 IMPROVEMENTS WA# 35	$73,340.40	$73,340.40
		4/30/10	(24,448.38)
	BUDGET INCLUSIVE OF REIMBURSABLES	5/31/10	(14,507.55)
		6/30/10	(9,761.83)
		8/31/10	(2,472.00)
	DEPT. W+S		
	ACCT. # 401-9900-536-6310		
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.		
	DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly)

Gary K. Word
Town Manager

C6A 08-2045.2

RESOLUTION NO. 10-1927

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING WORK AUTHORIZATION WITH CALVIN, GIORDANO & ASSOCIATES, INC. FOR SANITARY PUMP STATIONS NOS. 1 AND 2 IMPROVEMENTS; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO EXECUTE ALL REQURIED DOCUMENATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside's sanitary pump stations have been determined to fail meeting peak demand during storm events and/or high tides.

WHEREAS, the Town has been mandated by the Environmental Protection Agency to improve the system and reduce pump run times.

WHEREAS, Town Engineers, Calvin, Giordano and Associates, Inc. (CGA) have developed a proposal for the evaluation, design, and permitting required for the upgrade of both sanitary sewer pump stations.

WHEREAS, the total engineering design and permit processing cost of this proposal will not exceed $73,340.40, a cost that will be more than offset by two approved grants totalling $225,000.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISION OF THE TOWN OF SURFSIDE, FLORIDA,

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization. The Town Commission hereby authorizes the Town Engineers, Calvin, Giordano and Associates, Inc. (CGA) to move forward with the Work Authorization No. 35 (Exhibit 1) at a cost not to exceed $73,340.40.

Section 3. Implementation. The Town Manager and the Town Attorney are hereby authorized to take any and all action necessary to implement this Resolution and Agreement in

accordance with the terms, conditions and purposes of this Resolution and Agreement.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOTED this 9th day of March, 2010.

Motion by Commissioner Imberman, second by Commissioner Levine.

FINAL VOTE ON ADOPTION

Commissioner Elizabeth Calderon	yes
Commissioner Steven Levine	yes
Commissioner Howard Weinberg	yes
Vice Mayor Marc Imberman	yes
Mayor Charles Burkett	yes

Marc Imberman, Vice Mayor

ATTEST:

Debra E. Eastman, MMC
TOWN CLERK

Approved as to form and legality for the use and benefit of the Town of Surfside only:

Lynn M. Dannheisser
Town Attorney

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Town of Surfside
Commission Communication

Agenda Item # 5D
Agenda Date: March 9, 2010

Subject: Sanitary Sewer Pump Station Improvements

Background: The results of the recent Peak Flow Study determined that the existing pump stations maintain adequate pumping capacity during normal sewage flows; however, during storm events and/or high tides, the pumps run excessively. This condition is noted in the Monthly DERM reports. The Town is mandated by the EPA through a Consent Agreement with DERM to improve the system and reduce the pump run times. The improvement will increase the level of service, as well as increase the capacity of the Sanitary Sewer Collection System to avoid a building moratorium.

In addition, infiltration of ground water through cracks or breaks in the sanitary sewer has resulted in sewer disposal costs that are more than 26% over budget or over $200,000 per year. Future budgetary re-appropriation from reserves will likely be necessary to cover this ongoing, degradation until the CIP repairs/replacements/relining are fully completed.

Analysis: Staff is proposing to accept a proposal from Calvin Giordano and Associates (CGA) to design and permit the upgrading of the two pumps to bring the Town into compliance with the County and the EPA. In addition, rehabilitation will lower the energy costs associated with operating the pumps. Staff is proposing to move forward with this project to comply with the Consent Agreement.

Budget Impact: The work authorization attached (see Exhibit 1) provides for system assessment, engineering, and design services at a cost not to exceed $73,340.00. CGA has assisted the Town in obtaining grants in the amounts of $100,000 and $125,000 in order to fund CGA's time and a portion of the construction costs. The combination of these grants and the Town's existing capital improvement budget will result in no additional impact to the Town's budget.

Staff Impact: N/A

Recommendation: It is recommended that the Surfside Town Commission approve the attached resolution approving Work Authorization No. 35 for the Sanitary Sewer Pump Station Improvements.

Department Head

Town Manager

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Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: January 13, 2010

Mr. Gary Word
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 35
Surfside Sanitary Sewer Pump Station Improvements - Pump Stations No. 1 & No. 2
CGA Proposal No. 08-2045.2

Dear Mr. Word,

Enclosed for your review and approval is Work Authorization No. 35 for Surfside Sanitary Sewer Pump Station Improvements - Pump Stations No. 1 & No. 2. The scope of the project includes analyzing & upgrading existing pump stations.

The Scope of Services to be furnished under this Work Authorization includes Civil Engineering, Electrical Engineering, Surveying and Construction as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $73,340.40.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services
Governmental Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

TOWN OF SURFSIDE

Surfside Sanitary Sewer Pump Station Improvements - Pump Stations No. 1 & No. 2

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Engineering Services

A. Civil Engineering

1. Preliminary Engineering

- Perform an on-site inspection of the existing pump stations.
- Collect all as-builts and records for the existing pump stations.
- Meet with the City Staff to discuss needed improvements.
- Preparation of Preliminary Engineering Plans to show proposed site improvements and conceptual design.
- Prepare a budgetary cost estimate for the improvements.

2. Final Engineering

- Prepare Final Engineering Plans and technical specifications for:
  - Site preparation and grading
  - Existing equipment demolition and disposal
  - Water and sewer connections
  - Restoration of paving, concrete, fencing, and landscape
  - Pump selection

3. Permitting

- Obtain a permit from the following governmental agencies:
  - Miami-Dade Water and Sewer Department (MDWASD)

- Miami-Dade County Environmental Resource Management (DERM) - Sanitary Sewer

4. Bidding and Engineering During Construction

- Assist City with bidding the project.
- Attend pre-bid meeting with the City to answer questions.
- Once the bid is awarded, CGA shall assist the contractor with any design related questions.
- Reply to all requests for information (RFI's).
- Review as-builts provided by the contractor.
- Provide a certification to the City and Broward County at the completion of the project.

B. Electrical Engineering

1. Analyze existing electrical installations and provide electrical engineering design services for the rehabilitation of two pumping stations and development of specifications for one portable standby generator capable of operating one pumping station with both pumps in operation.

II. Professional Surveying Services

A. Locate inside improvements on Pump Stations 1 & 2 and provide vertical datum as directed by CGA Engineers.

III. Professional Construction Services

A. The following scope is based on 2 Months Construction Time and on total hours specified on attached breakdown. Any additional time beyond will need an approve agreement.

1. Assist in bidding process, including pre-bid, bid opening, recommendation of award and contract execution.

2. Meeting with Contractor and appropriate regulatory agencies when requested and necessary for consultation or conferences in regard to construction of the project.

3. Issue interpretations and clarifications of the Contract Documents, and evaluate requested deviations from the approved design or specifications. In connection therewith, review, prepare and process any work change

directives or change orders requested by the Contractor, or City.

4. Review and process shop drawings, samples and other data which the Contractor is required to submit.

5. Make weekly inspections(Up to 60 Hours) for compliance with plans and specifications. Make interim inspections for substantial completion; review, approve and process pay requests and perform a final inspection to determine, in general, if the work has been completed in conformance with the intent of the Contract Documents.

6. Review as-built provided by the Contractor.

7. Review and process closeout packages.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $69,848.00 plus reimbursables at $3,492.40 with a total not to exceed amount of $73,340.40. Payments to be made monthly.

3. SUBMITTED

Submitted by: _____ Date: 1-11-10
Dennis J. Giordano

4. APPROVAL

Approved by: _____ Date: 1/7/10
Gary Word, Town Manager

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	35
PROJECT NAME	Surfside Sanitary Sewer Pump Station Improvements - Pump Stations No. 1 & No. 2 CGA Proposal No. 08-2045.2
DESCRIPTION	analyzing & upgrading existing pump stations

TITLE	RATE	HOURS/UNITS	COST
Clerical	$72.10	29	$2,090.90
Construction Management Director	$123.60	44	$5,438.40
Director Engineering V	$154.50	28	$4,326.00
Engineer II	$103.00	194	$19,982.00
Permit Administrator	$77.25	10	$772.50
Project Manager IV	$133.90	188	$25,173.20
Sr Inspector	$92.70	69	$6,396.30
Sr. Registered Surveyor	$133.90	2.25	$301.28
Survey CADD Technician	$84.20	18	$1,515.60
Survey Coordinator	$87.55	19	$1,663.45
Survey Crew	$128.75	17	$2,188.75
			$69,848.38

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$69,848.37**
REIMBURSABLE SUBTOTAL	**$3,492.42**
TOTAL	**$73,340.79**

Reviewed by: Gary L. Word
Gary Word, Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

TOWN OF SURFSIDE
PROFESSIONAL FEE SCHEDULE

Principal	212.18
Executive Assistant	74.26

ENGINEERING

Associate, Engineering	185.66
Director, Engineering	159.14
Project Manager	137.92
Resident Inspector	127.31
Project Engineer	127.31
Engineer	106.09
Jr. Engineer	90.18
Senior CADD Technician	106.09
CADD Technician	84.87
Traffic Technician	79.57
Permit Administrator	79.57
Clerical	74.26

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	159.14
GIS Coordinator	137.92
GIS Specialist	116.70
Multi-Media 3D Developer	95.48
GIS Technician	84.87
Sr. Applications Developer	169.74
Applications Developer	127.31
Network Administration	137.92
System Support Specialist	116.70
IT Support Specialist	84.87

CONSTRUCTION

Associate, Construction	159.14
Construction Management Dir.	127.31
Senior Inspector	95.48

EMERGENCY MANAGEMENT

Director	137.92
Planner	95.48
Jr. Planner	79.57

PLANNING

Associate, Planning	159.14
Director of Planning	137.92
Planning Administrator	127.31
Assistant Director	116.70
Planner	95.48
Jr. Planner	79.57

EXPERT WITNESS

Principal/Associate	318.27
Registered Engineer/Surveyor	265.23
Project Engineer	212.18

LANDSCAPE ARCHITECT

Associate, Landscape	159.14
Senior Landscape Architect	122.00
Environmental Administrator	116.70
Landscape Architect	106.09
Environmental Specialist	95.48
Landscape CADD Technician	84.87
Environmental Assistant	74.26

SURVEYING

Associate, Surveying	169.74
Hydrographic Survey Crew	344.79
G.P.S. Survey Crew	148.53
Survey Crew	132.61
Senior Registered Surveyor	137.92
Survey Coordinator	90.18
CADD Technician	84.87
Submeter G.P.S	68.96

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	106.09
Environmental Scientist	90.18

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services
Governmental Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

http://cgasp01/cga_intranet/Documents/Surfside Prof Fee Schedule eff Dec 2009.doc

Effective December 1, 2009

Fort Lauderdale West Palm Beach Orlando Homestead

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,067

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 1/18/11 _____ **CGA PROJECT NUMBER** 10-3815

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
	UTILITY REPLACEMENT PROJECT (WEBSITE) WA# 43 **EXPENSES INCLUDED** 401-9900-536-6310 $4,462.50 401-9900-536-6320 $4,462.50 404-5500-538-6310 $4,462.50 DEPT. _____ ACCT. # _____ I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. _____ DEPARTMENT HEAD	$13,387.50	$13,387.50

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly)

_____
Town Manager

motion. Upon roll call, the motion carried 4 to 1 with Commissioner Karukin voting in opposition.

B. Resolution for Construction Administration and Inspection and Engineering – Roger M. Carlton, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 42 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. AUTHORIZING CONSTRUCTION ADMINISTRATION, CONSTRUCTION INSPECTION AND ENGINEERING DURING CONSTRUCTION OF THE WATER, SEWER, STORM DRAINAGE PROJECT AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Debra Eastman read the resolution by title into the record.

Town Manager Roger Carlton explained five amendments to the Calvin Giordano and Associates agreement, which will finish the project to completion. He stated that the project is so far along that the startup costs, learning curves and reissuance of plans to another firm would be very expensive. He noted that it is a big project and that it is not in the final decision-making point. He added that this stage still allows design to finish, bids to come in and the contract still needs to be awarded. Town Manager Roger Carlton stated that the project still has a long way to go for financing.

Mr. Chris Giordano, of CGA, introduced John Cooper, Shaun Bamforth, Christina Baliera and Chris Bernard. Mr. Giordano did a PowerPoint presentation on the proposed process of replacing the sewer lines, water lines and drainage system.

Commissioner Olchyk inquired about the permitting process and the projected time frame.

Commissioner Karukin inquired if it is possible that the project can come in under the estimated cost. Town Manager Roger Carlton stated that he thinks that the project will come in under $16 million.

Commissioner Kopelman made a motion to approve all five resolutions (Items 5B, 5C, 5D, 5E and 5F). Commissioner Karukin seconded the motion. The motion carried 4 to 1 with Vice Mayor Graubart dissenting.

C. Resolution for Public Relations Utility Replacement Project – Roger M. Carlton, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 43 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. FOR PUBLIC RELATIONS AND SOCIAL NETWORKING MANAGEMENT FOR THE UTILITY REPLACEMENT PROJECT AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Debra Eastman read the resolution by title into the record.

Commissioner Kopelman made a motion to approve all five resolutions (Items 5B, 5C, 5D, 5E and 5F). Commissioner Karukin seconded the motion. The motion carried 4 to 1 with Vice Mayor Graubart dissenting.

D. Resolution for Topographic Survey – Roger M. Carlton, Town Manager
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 45 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. AUTHORIZING A TOPOGRAPHIC SURVEY ON ROADS AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Debra Eastman read the resolution by title into the record.

Commissioner Kopelman made a motion to approve all five resolutions (Items 5B, 5C, 5D, 5E and 5F). Commissioner Karukin seconded the motion. The motion carried 4 to 1 with Vice Mayor Graubart dissenting.

E. Resolution for Dry Sewer Lines – Roger M. Carlton, Town Manager
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 41 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. AUTHORIZING THE PREPARATION OF CONSTRUCTION PLANS FOR SURFSIDE INFRASTRUCTURE IMPROVEMENTS FOR DRY SEWER LINE AND AUTHORIZING THE TOWN MANAGER TO TAKE ANY NECESSARY ACTION AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Debra Eastman read the resolution by title into the record.

Commissioner Kopelman made a motion to approve all five resolutions (Items 5B, 5C, 5D, 5E and 5F). Commissioner Karukin seconded the motion. The motion carried 4 to 1 with Vice Mayor Graubart dissenting.

F. Resolution for Pavement Restoration Plan - Roger M. Carlton, Town Manager
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 46 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. FOR THE PAVEMENT RESTORATION PLAN AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Debra Eastman read the resolution by title into the record.

CGA Proj #
10-3815

RESOLUTION NO. 11-1999

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 43 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. FOR PUBLIC RELATIONS AND SOCIAL NETWORKING MANAGEMENT FOR THE UTILITY REPLACEMENT PROJECT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside wishes to obtain professional government consulting services for the utility replacement project within the Town of Surfside; and

WHEREAS, Calvin, Giordano and Associates, Inc. will provide public relations and social networking management; and

WHEREAS, Work Authorization No. 43 is attached as "Exhibit A";

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:

Section 1. That the above and foregoing recitals are true and correct.

Section 2. That the Commission approves and authorizes Work Order No. 43 attached as "Exhibit A".

Section 4. The Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of January, 2011.

Motion by Commissioner Kopelman, Second by Commissioner Karukin

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin yes
Commissioner Edward Kopelman yes

Commissioner Marta Olchyk yes
Vice Mayor Joe Graubart no
Mayor Daniel Dietch yes

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

Approved as to form and legal sufficiency:

Lynn M. Dannheisser
Town Attorney

EXHIBIT A

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: November 18, 2010

Sewer 1/3=401-9900-536-6310=4,462.50
Water 1/3=401-9900-536-6320=4,462.50
Town 1/3=404-5500-538-6310=4,462.50
13,387.50

Mr. Roger Carlton
Town Administrator
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 43
Public Relations and Social Networking Management for The Utility Replacement Project
CGA Proposal No. 10-3815

Dear Mr. Carlton,

Enclosed for your review and approval is Work Authorization No. 43 for Public Relations and Social Networking Management for The Utility Replacement Project. The scope of the project includes manage all public relations and social networking for the project duration.

The Scope of Services to be furnished under this Work Authorization includes Government Consulting as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $13,387.50.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utility & Community Maintenance Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

TOWN OF SURFSIDE

Public Relations and Social Networking Management for The Utility Replacement Project

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Government Consulting Services

A. Public Relations Management

1. Create an Overall Marketing Scheme For the Utility Replacement Project.
   - This Marketing Scheme will be Carried Throughout all Websites, Mailers, , Social Media, Etc.
2. Create Informational Mailers for All Town Residents.
   - Mailers will Contain Project Information, Scheduling, Pictures, Marketing, and Information Regarding the "Kick-Off" Meeting.
3. Conduct Two (2) "Kick-Off" Meeting with Town Residents.
   - Meeting will Display Construction Schedule, Maps, Plans, Exhibits, and Information.
   - Meeting will Provide Residents a Chance to Ask Questions and Receive Instant Answers.
4. Provide Bi-Weekly Updates to Residents Via:
   - Project Website.
   - Channel 77.
   - Social Media Including: Facebook, Twitter and Emails.
   - Coordinate, through the Police Department, The Placement and Message on the Mobile Police Reader Boards.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $12,750.00 plus reimbursables at $637.50 with a total not to exceed amount of $13,387.50. Payments to be made monthly.

3. SUBMITTED

Submitted by: _____ Date: 11/18/10
Dennis J. Giordano

4. APPROVAL

Approved by: _____ Date: 12/20/10
Roger Carlton, Town Administrator

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	43
PROJECT NAME	Public Relations and Social Networking Management for The Utility Replacement Project CGA Proposal No. 10-3815
DESCRIPTION	manage all public relations and social networking for the project duration

TITLE	RATE	HOURS/UNITS	COST
Unit	$850.00	15	$12,750.00
			$12,750.00

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$12,750.00**
REIMBURSABLE SUBTOTAL	**$637.50**
TOTAL	**$13,387.50**

Reviewed by: _____
Roger Carlton, Town Administrator

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

TOWN OF SURFSIDE
PROFESSIONAL FEE SCHEDULE

Principal	206.00
Executive Assistant	72.10

ENGINEERING

Associate, Engineering	180.25
Director, Engineering	154.50
Project Manager	133.90
Resident Inspector	123.60
Project Engineer	123.60
Engineer	103.00
Jr. Engineer	87.55
Senior CADD Technician	103.00
CADD Technician	82.40
Traffic Technician	77.25
Permit Administrator	77.25
Clerical	72.10

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	154.50
GIS Coordinator	133.90
GIS Specialist	113.30
Multi-Media 3D Developer	92.70
GIS Technician	82.40
Sr. Applications Developer	164.80
Applications Developer	123.60
Network Administration	133.90
System Support Specialist	113.30
IT Support Specialist	82.40

CONSTRUCTION

Associate, Construction	154.50
Construction Management Director	123.60
Senior Inspector	92.70

EMERGENCY MANAGEMENT

Director	133.90
Planner	92.70
Jr. Planner	77.25

PLANNING

Associate, Planning	154.50
Director of Planning	133.90
Planning Administrator	123.60
Assistant Director	113.30
Planner	92.70
Jr. Planner	77.25

EXPERT WITNESS

Principal/Associate	309.00
Registered Engineer/Surveyor	257.50
Project Engineer	206.00

LANDSCAPE ARCHITECT

Associate, Landscape	154.50
Senior Landscape Architect	118.45
Environmental Administrator	113.30
Landscape Architect	103.00
Environmental Specialist	92.70
Landscape CADD Technician	82.40
Environmental Assistant	72.10

SURVEYING

Associate, Surveying	164.80
Hydrographic Survey Crew	334.75
G.P.S. Survey Crew	144.20
Survey Crew	128.75
Senior Registered Surveyor	133.90
Survey Coordinator	87.55
CADD Technician	82.40
Submeter G.P.S	66.95

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	103.00
Environmental Scientist	87.55

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utilitiy & Community Maintenance Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

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Effective November 14, 2008

Fort Lauderdale Treasure Coast Central Florida Homestead Metro Atlanta

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,069

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 1/18/11 _____ **CGA PROJECT NUMBER** 09-236

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
	INFRAC DRY SEWER LINE WA#41 **EXPENSES INCLUDED** 401-9900-536-6310 DEPT. W & Sewer ACCT. # I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT DEPARTMENT HEAD	$15,789.90	$15,789.90

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly)

Town Manager

C 6A
Project #
09-2365.5

RESOLUTION NO. 11-2001

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 41 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. AUTHORIZING THE PREPARATION OF CONSTRUCTION PLANS FOR SURFSIDE INFRASTRUCTURE IMPROVEMENTS FOR DRY SEWER LINE AND AUTHORIZING THE TOWN MANAGER TO TAKE ANY NECESSARY ACTION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside wishes to go forward with the preparation of construction plans for improved infrastructure; and

WHEREAS, Calvin, Giordano and Associates, Inc. will provide civil engineering services to prepare construction plans for dry sewer line for future connection to Collins; and

WHEREAS, Work Authorization No. 41 is attached as "Exhibit A";

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:

Section 1. That the above and foregoing recitals are true and correct.

Section 2. That the Commission approves and authorizes Work Order No. 41 attached as "Exhibit A".

Section 3. That the Commission authorizes the Town Manager to do all things necessary to carry out the work contained in Work Authorization No. 41.

Section 4. The Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of January, 2011.

Motion by Commissioner Kopelman, Second by Commissioner Karukin

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin	yes
Commissioner Edward Kopelman	yes
Commissioner Marta Olchyk	yes
Vice Mayor Joe Graubart	No
Mayor Daniel Dietch	Yes

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

Approved as to form and legal sufficiency:

Lynn M. Dannheisser
Town Attorney

EXHIBIT A

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: December 14, 2010

Mr. Roger Carlton
Town Administrator
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

401-9900-536-6310 (100%)
Sewer

RE: Work Authorization No. 41
Surfside Infrastructure Improvements - Dry Sewer Line
CGA Proposal No. 09-2365.5

Dear Mr. Carlton,

Enclosed for your review and approval is Work Authorization No. 41 for Surfside Infrastructure Improvements - Dry Sewer Line. The scope of the project includes prepare construction plans for dry sewer line for future connection to Collins.

The Scope of Services to be furnished under this Work Authorization includes Civil Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $15,789.90.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
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Utilitiy & Community Maintenance Services

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Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Fort Lauderdale Treasure Coast Central Florida Homestead Metro Atlanta

TOWN OF SURFSIDE

Surfside Infrastructure Improvements - Dry Sewer Line

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Engineering Services

A. Civil Engineering

1. Revise Sewer Plans to include "dry" force main on 93rd Street and 89th Street from existing pump stations to 5 feet from the Collins Avenue Right Of Way for future connection to a future force main on Collins Ave. Plans shall also be updated with a profile of the force main, per agency requirements. This force main will be sized equal to the existing effluent lines leaving each station. Because we are matching the existing effluent line diameters, it is assumed in this proposal that additional calculations will not be necessary for permitting. Should calculations be necessary additional services may be required.

2. CGA shall receive approval from the following agencies.

- Miami Dade DERM
- Miami Dade WASD
- Florida Department of Environmental Protection
- FDOT

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $15,038.00 plus reimbursables at $751.90 with a total not to exceed amount of $15,789.90. Payments to be made monthly.

3. SUBMITTED

Submitted by: _____ Date: 12-16-10

Dennis J. Giordano

4. APPROVAL

Approved by: _____ Date: 12/26/10

Roger Carlton, Town Administrator

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	41
PROJECT NAME	Surfside Infrastructure Improvements - Dry Sewer Line CGA Proposal No. 09-2365.5
DESCRIPTION	prepare construction plans for dry sewer line for future connection to Collins

TITLE	RATE	HOURS/UNITS	COST
Engineer II	$103.00	92	$9,476.00
Project Engineer III	$123.60	45	$5,562.00
			$15,038.00

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$15,038.00**
REIMBURSABLE SUBTOTAL	**$751.90**
TOTAL	**$15,789.90**

Reviewed by: _____
Roger Carlton, Town Administrator

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

TOWN OF SURFSIDE
PROFESSIONAL FEE SCHEDULE

Principal	212.18
Executive Assistant	74.26

ENGINEERING

Associate, Engineering	185.66
Director, Engineering	159.14
Project Manager	137.92
Resident Inspector	127.31
Project Engineer	127.31
Engineer	106.09
Jr. Engineer	90.18
Senior CADD Technician	106.09
CADD Technician	84.87
Traffic Technician	79.57
Permit Administrator	79.57
Clerical	74.26

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	159.14
GIS Coordinator	137.92
GIS Specialist	116.70
Multi-Media 3D Developer	95.48
GIS Technician	84.87
Sr. Applications Developer	169.74
Applications Developer	127.31
Network Administration	137.92
System Support Specialist	116.70
IT Support Specialist	84.87

CONSTRUCTION

Associate, Construction	159.14
Construction Management Dir.	127.31
Senior Inspector	95.48

EMERGENCY MANAGEMENT

Director	137.92
Planner	95.48
Jr. Planner	79.57

PLANNING

Associate, Planning	159.14
Director of Planning	137.92
Planning Administrator	127.31
Assistant Director	116.70
Planner	95.48
Jr. Planner	79.57

EXPERT WITNESS

Principal/Associate	318.27
Registered Engineer/Surveyor	265.23
Project Engineer	212.18

LANDSCAPE ARCHITECT

Associate, Landscape	159.14
Senior Landscape Architect	122.00
Environmental Administrator	116.70
Landscape Architect	106.09
Environmental Specialist	95.48
Landscape CADD Technician	84.87
Environmental Assistant	74.26

SURVEYING

Associate, Surveying	169.74
Hydrographic Survey Crew	344.79
G.P.S. Survey Crew	148.53
Survey Crew	132.61
Senior Registered Surveyor	137.92
Survey Coordinator	90.18
CADD Technician	84.87
Submeter G.P.S	68.96

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	106.09
Environmental Scientist	90.18

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utilitiy & Community Maintenance Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

http://cgasp01/cga_Intranet/Documents/Surfside Prof Fee Schedule eff Dec 2009.doc

Effective December 1, 2009

Town of Surfside Infrastructure Rehabilitation Engineering and Design Fee Analysis

Previously Approved Projects

Project/Proposal Number	Description	Total Contract	Billed to Date	Remaining	Paid To Date	Past Due	Phase Construction Cost	% of Phase Construction Cost	Total Construction Cost	% of Total Construction Cost
07-1552	Surfside Drainage Improvements									
	Survey Project Sites	$ 20,000								
	Engineering Design	$ 261,500								
	Bid Project	$ 8,000								
	BMP Monitoring	$ 60,000								
	Post Grant Project Admin	$ 40,000								
	Implement Education Component	$ 10,000								
	Not Included in Design/CA Costs	$ (110,000)								
	Project Number Total	$ 289,500	$ 228,223	$ 61,278	$ 228,223	$ -	$ 3,025,623	9.57%	$ 16,000,000	1.81%
08-2045	Sanitary Sewer Master Maintenance Plan (Includes Lift Stations)									
	In House	$ 45,265	$ 53,352	$ (8,087)	$ 53,352	$ -				
	Sub-Consultant	$ 96,000	$ 87,913	$ 8,087	$ 87,913	$ -				
	Not Included in Desing/CA Costs	$ (114,589)	$ -	$ -						
	Project Number Total	$ 26,676	$ 141,265	$ -	$ 141,265	$ -	$ 6,236,518	0.43%	$ 16,000,000	0.17%
08-2045.1	Surfside Stormwater Implementation Plan									
	In House Engineering	$ 64,154	$ 62,960	$ 1,194	$ 61,296	$ 1,664				
	Project Number Total	$ 64,154	$ 62,960	$ 1,194	$ 61,296	$ 1,664	$ 670,487	9.57%	$ 16,000,000	0.40%
08-2045.2	Sanitary Sewer Pump Station Improvements Pump Station No. 1 & 2									
	In House Engineering	$ 73,341	$ 60,658	$ 12,683	$ 58,088	$ 2,571				
	Project Number Total	$ 73,341	$ 60,658	$ 12,683	$ 58,088	$ 2,571	$ 750,000	9.78%	$ 16,000,000	0.46%
09-2365	Water Main Replacement Design Phase 1 of 3									
	In House Engineering & Survey	$ 83,525	$ 83,525	$ -	$ 83,525	$ -				
	Project Number Total	$ 83,525	$ 83,525	$ -	$ 83,525	$ -	$ 1,596,789	5.23%	$ 16,000,000	0.52%
09-2365.1	Water Main Replacement Design Phase 2 of 3									
	In House Engineering & Survey	$ 46,736	$ 46,736	$ -	$ 45,436	$ 1,300				
	Project Number Total	$ 46,736	$ 46,736	$ -	$ 45,436	$ 1,300	$ 893,475	5.23%	$ 16,000,000	0.29%
09-2365.2	Water Main Replacement Design Phase 3 of 3									
	In House Engineering & Survey	$ 52,032	$ 52,032	$ -	$ 51,961	$ 71				
	Project Number Total	$ 52,032	$ 52,032	$ -	$ 51,961	$ 71	$ 994,722	5.23%	$ 16,000,000	0.33%
	Previously Approved Project Totals	$ 635,964	$ 675,399	$ 75,154	$ 669,793	$ 5,606	$ 14,167,614	4.49%	$ 16,000,000	3.97%

Projects Pending Approval

Department	Description	Total Contract	Billed to Date	Remaining	Paid To Date	Past Due	Phase Construction Cost	% of Phase Construction Cost	Total Construction Cost	% of Total Construction Cost
Survey	Roadway Improvement Survey	$ 8,871	$ -	$ 8,871	$ -	$ -				
	Department Total	$ 8,871	$ -	$ 8,871	$ -	$ -	$ 175,000	5.07%	$ 16,000,000	0.06%
Engineering	Roadway Improvement Design	$ 7,463	-	$ 7,463	-	$ -				
	Engineering During Construction	$ 83,421	-	$ 83,421	-	$ -				
	Dry Sewer Line Design & Permitting	$ 15,790	-	$ 15,790	-	$ -				
	Department Total	$ 106,674	-	106,674	-	-	$ 1,565,000	6.82%	$ 16,000,000	0.67%
Public Relations	Complete PR Campaign	$ 13,387	-	$ 13,387	-	$ -				
	Department Total	$ 13,387	-	13,387	-	-	N/A	#VALUE!	$ 16,000,000	0.08%
Project Management	PM - Single Point Of Contact	$ 105,514	-	$ 105,514	-	$ -				
	Department Total	$ 105,514	-	105,514	-	-	N/A	#VALUE!	$ 16,000,000	0.66%
Construction Admin	Project Bidding	$ 5,181	-	$ 5,181	-	$ -				
	Daily Inspection	$ 520,675	-	$ 520,675	-	$ -				
	Department Total	$ 525,856	-	$ 525,856	-	-	N/A	#VALUE!	$ 16,000,000	3.29%
Traffic Engineering	Traffic Calming Improvements	Per Meeting of 12/14, all additional work orders will not have a design fee of more than 8.5% of construction costs.								
Landscape Architect	Tree Program Management	Per Meeting of 12/14, all additional work orders will not have a design fee of more than 8.5% of construction costs.								
5% Reimbursable Included in all proposed Work Authorizations		$ (38,015.10)		$ (38,015.10)						
	Projects Pending Approval Totals	$ 722,287	$ -	$ 722,287	$ -	$ -	$ 1,740,000	41.51%	$ 16,000,000	4.51%
	Project Grand Total	$ 1,358,251	$ 675,399	$ 797,441	$ 669,793	$ 5,606	$ 15,907,614	8.54%	$ 16,000,000	8.49%

→ Work Authorization # 42 Revised (12/20/10)

→ Approved by R.C.

Town Clerk Debra Eastman read the resolution by title into the record.

Commissioner Kopelman made a motion to approve all five resolutions (Items 5B, 5C, 5D, 5E and 5F). Commissioner Karukin seconded the motion. The motion carried 4 to 1 with Vice Mayor Graubart dissenting.

D. Resolution for Topographic Survey – Roger M. Carlton, Town Manager
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 45 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. AUTHORIZING A TOPOGRAPHIC SURVEY ON ROADS AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Debra Eastman read the resolution by title into the record.

Commissioner Kopelman made a motion to approve all five resolutions (Items 5B, 5C, 5D, 5E and 5F). Commissioner Karukin seconded the motion. The motion carried 4 to 1 with Vice Mayor Graubart dissenting.

E. Resolution for Dry Sewer Lines – Roger M. Carlton, Town Manager
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 41 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. AUTHORIZING THE PREPARATION OF CONSTRUCTION PLANS FOR SURFSIDE INFRASTRUCTURE IMPROVEMENTS FOR DRY SEWER LINE AND AUTHORIZING THE TOWN MANAGER TO TAKE ANY NECESSARY ACTION AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Debra Eastman read the resolution by title into the record.

Commissioner Kopelman made a motion to approve all five resolutions (Items 5B, 5C, 5D, 5E and 5F). Commissioner Karukin seconded the motion. The motion carried 4 to 1 with Vice Mayor Graubart dissenting.

F. Resolution for Pavement Restoration Plan - Roger M. Carlton, Town Manager
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 46 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. FOR THE PAVEMENT RESTORATION PLAN AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Debra Eastman read the resolution by title into the record.

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100.071

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 1/18/11 **CGA PROJECT NUMBER** 06-535[illegible]

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
	INFRASTRUCTURE IMPROVEMENTS WA#42 **EXPENSES INCLUDED** 401-9900-536-6310 (Sewer) 15% 401-9900-536-6320 (Water) 70% 404-5500-538-6310 (Stormwater) 15% DEPT. _____ ACCT. # _____ I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. _____ DEPARTMENT HEAD	$714,791.70	$714,791.70

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly)

_____
Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: January 4, 2011

Mr. Roger Carlton
Town Administrator
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 42
Surfside Infrastructure Improvements
CGA Proposal No. 06-5355.15

Dear Mr. Carlton,

Enclosed for your review and approval is Work Authorization No. 42 for Surfside Infrastructure Improvements. The scope of the project includes Construction Services for Town of Surfside Infrastructure Improvements.

The Scope of Services to be furnished under this Work Authorization includes Civil Engineering, Construction and Government Consulting as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $714,791.70.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
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1800 Eller Drive, Suite 600
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Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Fort Lauderdale Treasure Coast Central Florida Homestead Metro Atlanta

of their subcontractors, equipments and material, and workmanship.

4. Communicate and assist in reporting any resident concerns or complaints.

5. Attend weekly progress meetings.

B. CGA will provide a full time (8 hours per day 5 days per week) Field Inspector to perform the following duties:

1. Make daily inspections for compliance with plans and specifications. Make interim inspections for substantial completion, review, approve and process pay requests and perform a final inspection to determine, in general, if the work has been completed in conformance with the intent of the contract documents.

C. Review as-builts provided by the contractor.

D. Review and process closeout packages.

E. Assist in bidding process, including pre-bid, bid opening, recommendation of award and contract execution.

III. Professional Government Consulting Services

A. Preconstruction Administration

1. Act as CGA's contact person for the Town throughout the project.

2. Attend all staff and commission meetings required to provide information and updates as needed.

3. Manage the creation review and revision of the bid documents including construction contract.

4. Manage the mandatory pre-bid meeting.

5. Manage the bid opening process.

6. Manage the contractor selection process.

7. Manage the permit administration to ensure all required permits are

obtained.

8. Coordinate pre-construction meeting with contractor and all required permitting agencies.

B. Construction Administration

1. Act as CGA's contact person for the Town throughout the project.

2. Conduct ongoing contractor coordination meetings once a week to ensure efficiency and jobsite harmony to maintain the construction schedule.

3. Facilitate all action items coming from the weekly progress meeting to ensure construction activity is expedited.

4. Maintain an updated construction schedule and "news briefs" to the designated Public Relations contact for updating the staff and residents.

5. Maintain and negotiate change orders and the associated records and approvals including the reason or cause of the change order for payment.

6. Manage the review and approval of payment requests per the contract and percentage of work completed.

7. Manage and implement budgetary controls.

8. Maintain and coordinate requests for interpretation.

9. Maintain ongoing contract administration.

10. Manage the creation of the punch list for close out process.

11. Resolve outstanding disputes and claims between the town and the contractor.

12. Manage the determination of "substantial completion" and "final completion" of the project to determine payment and eventual release of retainage.

13. Ensure retainage is held according to the contract to ensure the quality and completeness of the work.

14. Manage the final inspections and approvals of all regulatory agencies.

15. Manage the review and approval of the contractor's as-built drawings.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $680,754.00 plus reimbursables at $34,037.70 with a total not to exceed amount of $714,791.70. Payments to be made monthly.

3. SUBMITTED

Submitted by: _____ Date: _____
Dennis J. Giordano

4. APPROVAL

Approved by: _____ Date: _____
Roger Carlton, Town Administrator

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	42
PROJECT NAME	Surfside Infrastructure Improvements CGA Proposal No. 06-5355.15
DESCRIPTION	Construction Services for Town of Surfside Infrastructure Improvements

TITLE	RATE	HOURS/UNITS	COST
Associate Construction	$154.50	35.15404	$5,431.30
Associate Engineering VI	$180.25	25	$4,506.25
Clerical	$72.10	23	$1,658.30
Construction Management Director	$123.60	445	$55,002.00
Consultant	$130.00	773	$100,490.00
Inspector	$83.00	5280	$438,240.00
Permit Administrator	$77.25	4	$309.00
Project Engineer III	$123.60	525	$64,890.00
Project Manager IV	$133.90	75	$10,042.50
Sr Inspector	$92.70	2	$185.40
			$680,754.75

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$680,754.75**
REIMBURSABLE SUBTOTAL	**$34,037.74**
TOTAL	**$714,792.49**

Reviewed by: _____
Roger Carlton, Town Administrator

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

TOWN OF SURFSIDE
PROFESSIONAL FEE SCHEDULE

N/A — See WORK AUTHORIZATION

Principal	212.18
Executive Assistant	74.26

ENGINEERING

Associate, Engineering	185.66
Director, Engineering	159.14
Project Manager	137.92
Resident Inspector	127.31
Project Engineer	127.31
Engineer	106.09
Jr. Engineer	90.18
Senior CADD Technician	106.09
CADD Technician	84.87
Traffic Technician	79.57
Permit Administrator	79.57
Clerical	74.26

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	159.14
GIS Coordinator	137.92
GIS Specialist	116.70
Multi-Media 3D Developer	95.48
GIS Technician	84.87
Sr. Applications Developer	169.74
Applications Developer	127.31
Network Administration	137.92
System Support Specialist	116.70
IT Support Specialist	84.87

CONSTRUCTION

Associate, Construction	159.14
Construction Management Dir.	127.31
Senior Inspector	95.48

EMERGENCY MANAGEMENT

Director	137.92
Planner	95.48
Jr. Planner	79.57

PLANNING

Associate, Planning	159.14
Director of Planning	137.92
Planning Administrator	127.31
Assistant Director	116.70
Planner	95.48
Jr. Planner	79.57

EXPERT WITNESS

Principal/Associate	318.27
Registered Engineer/Surveyor	265.23
Project Engineer	212.18

LANDSCAPE ARCHITECT

Associate, Landscape	159.14
Senior Landscape Architect	122.00
Environmental Administrator	116.70
Landscape Architect	106.09
Environmental Specialist	95.48
Landscape CADD Technician	84.87
Environmental Assistant	74.26

SURVEYING

Associate, Surveying	169.74
Hydrographic Survey Crew	344.79
G.P.S. Survey Crew	148.53
Survey Crew	132.61
Senior Registered Surveyor	137.92
Survey Coordinator	90.18
CADD Technician	84.87
Submeter G.P.S	68.96

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	106.09
Environmental Scientist	90.18

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Building Code Services
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Construction Services
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http://cgasp01/cga_Intranet/Documents/Surfside Prof Fee Schedule eff Dec 2009.doc

Effective December 1, 2009

06-5355.15

RESOLUTION NO. 11-1998

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 42 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. AUTHORIZING CONSTRUCTION ADMINISTRATION, CONSTRUCTION INSPECTION AND ENGINEERING DURING CONSTRUCTION OF THE WATER, SEWER, STORM DRAINAGE PROJECT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside wishes to obtain services for construction administration, construction inspection and engineering during construction of the water, sewer, storm drainage project; and

WHEREAS, Calvin, Giordano and Associates, Inc. will provide the professional engineering and professional construction services; and

WHEREAS, Work Authorization No. 42 is attached as "Exhibit A";

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:

Section 1. That the above and foregoing recitals are true and correct.

Section 2. That the Commission approves and authorizes Work Order No. 42 attached as "Exhibit A".

Section 4. The Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of January, 2011.

Motion by Commissioner Kopelman, Second by Commissioner Karukin

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin yes
Commissioner Edward Kopelman yes
Commissioner Marta Olchyk yes
Vice Mayor Joe Graubart No
Mayor Daniel Dietch yes

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

Approved as to form and legal sufficiency:

Lynn M. Dannheisser
Town Attorney

Martin Sherwood

From: Martin Sherwood
Sent: Tuesday, December 21, 2010 3:08 PM
To: Chris Giordano; Shaun Bamforth
Cc: Roger Carlton; Mayte Gamiotea; Dawn Hunziker; Fernando Rodriguez; Catherine Colonna; Debra Eastman; berabbot
Subject: RE: Water/Sewer/Storm: Proposal Breakdown (SURFSIDE Charge codes)

Chris/Shaun/Jesus/CGA,

For the CC preparation (pertaining to FY 2011 budget) - and your future invoicing, please code as follows:

Water **70%** = 401-9900-536-6320
Sewer **15%** = 401-9900-536-6310
Stormwater Drainage **15%** = 404-5500-538-6310

See Below

Thank you

Martin D. Sherwood, CPA CGFO
Finance Director
Town of Surfside
9293 Harding Ave
Surfside, Fl 33154
305-861-4863 ext. 225
305-861-1302 (fax)
msherwood@townofsurfsidefl.gov

Note: Florida Public Records Law provides that most written communications to or from Municipal employees regarding town business are public records, available to the public and media upon request. Therefore, this e-mail message may be subject to public disclosure.

From: Chris Giordano [mailto:cgiordano@calvin-giordano.com]
Sent: Tuesday, December 21, 2010 1:54 PM
To: Martin Sherwood
Cc: Shaun Bamforth
Subject: Proposal Breakdown

Marty,

I met with Shaun and he stated that the breakdown should be as follows:

Water 70%
Sewer 15%
Drainage 15%

This breakdown is applicable for the pavement restoration, topography, and phasing / MOT plan proposals. The PR/marketing proposal should be an even split between the three phases.

Thank you,

CHRIS GIORDANO
Project Administrator (Broward)

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Broward
phone: 954.921.7781
fax: 954.921.8807

Palm Beach
phone: 561.684.6161
fax: 561.684.6360

The Zweig Letter HOTFIRM 2009 WINNER
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EXHIBIT A

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: November 19, 2010

Mr. Roger Carlton
Town Administrator
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 45
Topographic Survey
CGA Proposal No. 10-3832

Dear Mr. Carlton,

Enclosed for your review and approval is Work Authorization No. 45 for Topographic Survey. The scope of the project includes Topographic Survey.

The Scope of Services to be furnished under this Work Authorization includes Surveying as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $8,871.45.

500 cuts
each
$17.74/cut

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Robert W. Jackson Jr., PSM
Director, Surveying & Mapping

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utilitiy & Community Maintenance Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Work Authorization No. 45
November 19, 2010
Calvin, Giordano & Associates, Inc. Proposal No. 10-3832

TOWN OF SURFSIDE
Topographic Survey

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Surveying Services

A. Provide Topographic information on roads in the Town of Surfside from:

1. Abbott Avenue West to Bay Drive and from the South Corporate limits to 96th Street.

B. Cross-Sections will be taken at 100 foot intervals along the roads. Three shots will be provided at each section, Crown of road and lip of road or gutter.

C. Total length of project is approximately 50,000 linear feet. Cost per linear foot is approximately $0.17.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $8,449.00 plus reimbursables at $422.45 with a total not to exceed amount of $8,871.45. Payments to be made monthly.

3. TIME OF PERFORMANCE:

Item I through [ENTER LAST SCOPE ITEM] under the scope of services will be completed within [ENTER ESTIMATED CONSTRUCTION TIME] calendar days after the Notice to Proceed except for delays beyond the control of the Consultant.

4. SUBMITTED

Submitted by: _____ Date: 11-19-2010
Robert W. Jackson Jr., PSM

5. APPROVAL

Approved by: _____ Date: 12/20/10
Roger Carlton, Town Administrator

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	45
PROJECT NAME	Topographic Survey CGA Proposal No. 10-3832
DESCRIPTION	Topographic Survey

TITLE	RATE	HOURS/UNITS	COST
Sr. Registered Surveyor	$137.92	6	$827.52
Survey Crew	$132.61	52	$6,895.72
Survey File Compilation	$90.18	8.0559	$726.48
			$8,449.72

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$8,449.72**
REIMBURSABLE SUBTOTAL	**$422.49**
TOTAL	**$8,872.21**

Reviewed by: 12/20/10
Roger Carlton, Town Administrator

RESOLUTION NO. 11-2000

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 45 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. AUTHORIZING A TOPOGRAPHIC SURVEY ON ROADS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside wishes to obtain topographic information on the roads within the Town of Surfside; and

WHEREAS, Calvin, Giordano and Associates, Inc. will provide the topographical information; and

WHEREAS, Work Authorization No. 45 is attached as "Exhibit A";

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:

Section 1. That the above and foregoing recitals are true and correct.

Section 2. That the Commission approves and authorizes Work Order No. 45 attached as "Exhibit A".

Section 4. The Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of January, 2011.

Motion by Commissioner Kopelman, Second by Commissioner Karukin.

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin Yes
Commissioner Edward Kopelman Yes

Commissioner Marta Olchyk yes
Vice Mayor Joe Graubart No
Mayor Daniel Dietch yes

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

Approved as to form and legal sufficiency:

Lynn M. Dannheisser
Town Attorney

Town Clerk Debra Eastman read the resolution by title into the record.

Commissioner Kopelman made a motion to approve all five resolutions (Items 5B, 5C, 5D, 5E and 5F). Commissioner Karukin seconded the motion. The motion carried 4 to 1 with Vice Mayor Graubart dissenting.

D. Resolution for Topographic Survey – Roger M. Carlton, Town Manager
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 45 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. AUTHORIZING A TOPOGRAPHIC SURVEY ON ROADS AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Debra Eastman read the resolution by title into the record.

Commissioner Kopelman made a motion to approve all five resolutions (Items 5B, 5C, 5D, 5E and 5F). Commissioner Karukin seconded the motion. The motion carried 4 to 1 with Vice Mayor Graubart dissenting.

E. Resolution for Dry Sewer Lines – Roger M. Carlton, Town Manager
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 41 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. AUTHORIZING THE PREPARATION OF CONSTRUCTION PLANS FOR SURFSIDE INFRASTRUCTURE IMPROVEMENTS FOR DRY SEWER LINE AND AUTHORIZING THE TOWN MANAGER TO TAKE ANY NECESSARY ACTION AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Debra Eastman read the resolution by title into the record.

Commissioner Kopelman made a motion to approve all five resolutions (Items 5B, 5C, 5D, 5E and 5F). Commissioner Karukin seconded the motion. The motion carried 4 to 1 with Vice Mayor Graubart dissenting.

F. Resolution for Pavement Restoration Plan - Roger M. Carlton, Town Manager
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 46 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. FOR THE PAVEMENT RESTORATION PLAN AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Debra Eastman read the resolution by title into the record.

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,065

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER 11-2002 **DATE APPROVED** 11/18/10 (VERBAL NTP ROGER CARLTON) **CGA PROJECT NUMBER** 10-3832

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
	TOPOGRAPHIC SURVEY (ABBOT AVE WEST TO BAY DRIVE & FROM THE SOUTH CORPORATE LIMITS TO 96TH ST **EXPENSES INCLUDED** DEPT. Water & Sewer ACCT. # See Attach break down I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD	$8,872.21	$8,872.21

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly)

Town Manager

RESOLUTION NO. 11-2003

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 46 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. FOR THE PAVEMENT RESTORATION PLAN AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside wishes to obtain services for civil engineering for the pavement restoration plan within the Town of Surfside; and

WHEREAS, Calvin, Giordano and Associates, Inc. will provide the civil engineering services; and

WHEREAS, Work Authorization No. 46 is attached as "Exhibit A";

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:

Section 1. That the above and foregoing recitals are true and correct.

Section 2. That the Commission approves and authorizes Work Order No. 46 attached as "Exhibit A".

Section 4. The Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of January, 2011.

Motion by Commissioner Kopelman, Second by Commissioner Karukin

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin Yes
Commissioner Edward Kopelman Yes

Commissioner Marta Olchyk yes
Vice Mayor Joe Graubart No
Mayor Daniel Dietch yes

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

Approved as to form and legal sufficiency:

Lynn M. Dannheisser
Town Attorney

EXHIBIT A

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: December 3, 2010

Mr. Roger Carlton
Town Administrator
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 46
Surfside Infrastructure Improvements - Pavement Restoration Plan
CGA Proposal No. 10-3832.1

Dear Mr. Carlton,

Enclosed for your review and approval is Work Authorization No. 46 for Surfside Infrastructure Improvements - Pavement Restoration Plan. The scope of the project includes Pavement Restoration Plan.

The Scope of Services to be furnished under this Work Authorization includes Civil Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $7,463.40.

Call G review all
500 Surveys

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utilitiy & Community Maintenance Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Fort Lauderdale Treasure Coast Central Florida Homestead Metro Atlanta

Work Authorization No. 46
December 3, 2010
Calvin, Giordano & Associates, Inc. Proposal No. 10-3832.1

TOWN OF SURFSIDE

Surfside Infrastructure Improvements - Pavement Restoration Plan

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

I. Professional Engineering Services

A. Civil Engineering

1. Analysis of existing roadway cross slopes in Town ROW from Abbott Avenue West to Bay Drive from the South Corporate limits to 96th Street.

2. Design of proposed roadway cross slopes as part of the Capital Improvement Projects. Design shall provide recommendation to contractor on mill depths and limits to ensure finished roadway cross slopes do not exceed acceptable standards for safety, comfort and aesthetics. The max differential in slope at the crown shall not exceed 8%.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $7,108.00 plus reimbursables at $355.40 with a total not to exceed amount of $7,463.40. Payments to be made monthly.

3. TIME OF PERFORMANCE:

4. SUBMITTED

Submitted by: _____ Date: 12-8-10
Dennis J. Giordano

5. APPROVAL

Approved by: _____ Date: 12/10/10
Roger Carlton, Town Administrator

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	46
PROJECT NAME	Surfside Infrastructure Improvements - Pavement Restoration Plan CGA Proposal No. 10-3832.1
DESCRIPTION	Pavement Restoration Plan

TITLE	RATE	HOURS/UNITS	COST
Engineer II	$106.09	43	$4,561.87
Project Engineer III	$127.31	20	$2,546.20
			$7,108.07

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$7,108.07**
REIMBURSABLE SUBTOTAL	**$355.40**
TOTAL	**$7,463.47**

Reviewed by: 12/20/10
Roger Carlton, Town Administrator

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,021

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER 2007-1791 DATE APPROVED 06/10/08 CGA PROJECT NUMBER 08-1877

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
DEBRIS MNGT PLAN	DEBRIS MANAGEMENT PLAN CONTRACT COST—INCLUDES REIMBURSABLES DEPT. ACCT. # 001-1000-525-3150 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. John A Cruz DEPARTMENT HEAD	$12,054.00	$12,054.00

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L Word
Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

Date: May 22, 2008

Mr. John Dicenso
Assistant Chief
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 008
Debris Management Plan
CGA Proposal No. 08-1877

Dear Mr. Dicenso,

Funding is appropriated within the FY 2007 Budget for Debris Management Plan/Town of Surfside.

Enclosed for your review and approval is Work Authorization No. 008 for the Debris Management Plan. The scope of the project includes Develop a FEMA compliant Debris Management Plan.

The Scope of Services to be furnished under this Work Authorization includes Emergency Management as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $12,054.00.

Town Commission
Appd. 06-10-08

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Work will commence upon the City's execution of the Work Authorization. Should you have any questions concerning this matter, please feel free to contact me at your convenience.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

George Keller, Jr.
Associate, Governmental Services

Work Authorization No. 008
May 22, 2008
Calvin, Giordano & Associates, Inc. Proposal No. 08-1877

TOWN OF SURFSIDE
Debris Management Plan

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Emergency Management Services

A. Develop a Debris Management Plan for the Town of Surfside

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $11,480.00 plus reimbursables at $574.00 with a total not to exceed amount of $12,054.00. Payments to be made monthly.

3. SUBMITTED

Submitted by: _____ Date: 5-23-08
George Keller, Jr.

4. APPROVAL

Approved by: _____ Date: 5/29/08
John Dicenso, Assistant Chief

Work Authorization No. 008
May 22, 2008
Calvin, Giordano & Associates, Inc. Proposal No. 08-1877

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	008
PROJECT NAME	Debris Management Plan CGA Proposal No. 08-1877
DESCRIPTION	Develop a FEMA compliant Debris Management Plan

TITLE	RATE	HOURS	COST
Emergency Management Director	$140.00	24	$3,360.00
Planner	$100.00	70	$7,000.00
Planning Director	$140.00	8	$1,120.00
			$11,480.00

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$11,480.00**
REIMBURSABLE SUBTOTAL	**$574.00**
TOTAL	**$12,054.00**

Reviewed by: John Dicenso
John Dicenso, Assistant Chief

DLC 6/1/08

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
an Employee Owned Company

PROFESSIONAL FEE SCHEDULE

Principal	210.00
Executive Assistant	70.00
ENGINEERING	
Associate, Engineering (VI)	185.00
Director, Engineering (V)	160.00
Project Manager (IV)	140.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	95.00
Senior CADD Technician Manager	110.00
CADD Technician	90.00
Traffic Technician	85.00
Permit Administrator	85.00
Clerical	70.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	160.00
GIS Coordinator	140.00
GIS Specialist	120.00
Multi-Media 3D Developer	110.00
GIS Technician	95.00
Sr. Applications Developer	160.00
Applications Developer	130.00
Network Administrator	150.00
System Support Specialist	110.00
IT Support Specialist	80.00
CONSTRUCTION	
Associate, Construction	160.00
Construction Management Director	130.00
Senior Inspector	95.00
Inspector	85.00
EMERGENCY MANAGEMENT	
Director	140.00
Planner	100.00
Jr. Planner	85.00

PLANNING	
Associate, Planning	160.00
Director of Planning	140.00
Planning Administrator	130.00
Assistant Director	120.00
Planner	100.00
Jr. Planner	85.00
EXPERT WITNESS	
Principal/Associate	325.00
Registered Engineer/Surveyor	275.00
Project Engineer	225.00
LANDSCAPE ARCHITECT	
Associate, Landscape	160.00
Senior Landscape Architect	125.00
Environmental Administrator	120.00
Landscape Architect	110.00
Environmental Specialist	100.00
Landscape CADD Technician	90.00
Environmental Assistant	80.00
SURVEYING	
Associate, Surveying	160.00
Senior Registered Surveyor	140.00
Survey Crew	130.00
Registered Surveyor	120.00
Survey Coordinator	100.00
CADD Technician	90.00
3D Laser Scanner	350.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	150.00
Sub-meter G.P.S	70.00
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	110.00
Environmental Scientist	95.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective January 1, 2008

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

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Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

Date: May 22, 2008

Mr. John Dicenso
Assistant Chief
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

(PO # 100021)

RE: Work Authorization No. 008
Debris Management Plan
CGA Proposal No. 08-1877

001-1000-525-3150

Dear Mr. Dicenso,

Funding is appropriated within the FY 2007 Budget for Debris Management Plan/Town of Surfside.

Enclosed for your review and approval is Work Authorization No. 008 for the Debris Management Plan. The scope of the project includes Develop a FEMA compliant Debris Management Plan.

The Scope of Services to be furnished under this Work Authorization includes Emergency Management as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $12,054.00.

Town Commission
Appr 06-10-08

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Fax: 954.921.8807

www.calvin-giordano.com

Work will commence upon the City's execution of the Work Authorization. Should you have any questions concerning this matter, please feel free to contact me at your convenience.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

George Keller, Jr.
Associate, Governmental Services

Work Authorization No. 008
May 22, 2008
Calvin, Giordano & Associates, Inc. Proposal No. 08-1877

TOWN OF SURFSIDE

Debris Management Plan

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Emergency Management Services

A. Develop a Debris Management Plan for the Town of Surfside

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $11,480.00 plus reimbursables at $574.00 with a total not to exceed amount of $12,054.00. Payments to be made monthly.

3. SUBMITTED

Submitted by: George R. Keller Jr. Date: 5-23-08
George Keller, Jr.

4. APPROVAL

Approved by: John A. Cruso Date: 5/29/08
John Dicenso, Assistant Chief

Work Authorization No. 008
May 22, 2008
Calvin, Giordano & Associates, Inc. Proposal No. 08-1877

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	008
PROJECT NAME	Debris Management Plan CGA Proposal No. 08-1877
DESCRIPTION	Develop a FEMA compliant Debris Management Plan

TITLE	RATE	HOURS	COST
Emergency Management Director	$140.00	24	$3,360.00
Planner	$100.00	70	$7,000.00
Planning Director	$140.00	8	$1,120.00
			$11,480.00

SUB CONSULTANTS	COST

LABOR SUBTOTAL	**$11,480.00**
REIMBURSABLE SUBTOTAL	**$574.00**
TOTAL	**$12,054.00**

Reviewed by: John Dicenso
John Dicenso, Assistant Chief

OK 6/1/08

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	210.00
Executive Assistant	70.00
ENGINEERING	
Associate, Engineering (VI)	185.00
Director, Engineering (V)	160.00
Project Manager (IV)	140.00
Project Engineer (III)	120.00
Engineer (II)	100.00
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CADD Technician	90.00
Traffic Technician	85.00
Permit Administrator	85.00
Clerical	70.00
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GIS Coordinator	140.00
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Director	140.00
Planner	100.00
Jr. Planner	85.00

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Planning Administrator	130.00
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Jr. Planner	85.00
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Principal/Associate	325.00
Registered Engineer/Surveyor	275.00
Project Engineer	225.00
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Associate, Landscape	160.00
Senior Landscape Architect	125.00
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Environmental Assistant	80.00
SURVEYING	
Associate, Surveying	160.00
Senior Registered Surveyor	140.00
Survey Crew	130.00
Registered Surveyor	120.00
Survey Coordinator	100.00
CADD Technician	90.00
3D Laser Scanner	350.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	150.00
Sub-meter G.P.S	70.00
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	110.00
Environmental Scientist	95.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective January 1, 2008

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www.calvin-giordano.com

Fort Lauderdale West Palm Beach Orlando Fort Pierce Homestead

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RESOLUTION NO. 2007-1791

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, AWARDING A CONTRACT FOR PROFESSIONAL CONSULTING SERVICES BY CAVIN, GIORDANO & ASSOCIATES, INC TO ACT AS THE TOWN'S PLANNING, ENGINEERING, BUILDING AND CODE COMPLIANCE FIRM (REQUEST FOR QUALIFICATIONS TO PROVIDE GENRAL CONSULTING ENGINEERING, PLANNING, BUILDING AND CODE COMPLIANCE SERVICES ISSUED: MAY 10, 2007) (THE "RFQ") (THE "PROJECT") ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR IMPLEMENTATION OF AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE;

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Town of Surfside ("Town") requested qualifications from consulting firms to act as the Town's Consulting, Planning, engineering, building and code compliance firm (Request for Qualifications to Provide these Services issued: May 10, 2007) (the "RFQ");

WHEREAS, the Town has considered the proposals submitted in response to the RFQ and has determined Calvin, Giordano and Associates, Inc ("Calvin Giordano") is the lowest most responsible and responsive bidder in accordance with the applicable codes and ordinances of the Town; and

WHEREAS, Calvin Giordano has agreed to enter into the Agreement attached hereto as Exhibit "A," with the Town to perform and furnish all work as specified in the RFQ including but not limited to planning, GIS support/implementation of a system, redevelopment efforts, disaster recovery, landscape architecture, engineering, building including plan review, field inspections, on-call services and a qualified Building Official, code compliance services (Professional Services") and in some instances,

because of a variety of intervening and unforeseen circumstances, Calvin Giordano has already untaken to provide these services in the absence of a contract; and

WHEREAS, the Town Commission has determined that it is in the best interests of the Town to enter into the Agreement attached hereto as Exhibit "A" with Calvin, Giordano to perform the services as set forth therein and thus ratifies both the prior services as performed by Calvin, Giordano and hereby authorizes the Town Manager to pay for that work as if this in agreement had been in full force and effect at that time.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. **Agreement Approved.** The Agreement, attached hereto as Exhibit "A" between the Town and Calvin, Giordano is hereby approved, and the Town Mayor is hereby authorized to execute the Agreement, on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

Section 4. **Implementation.** The Town Manager is hereby authorized to take all action necessary to implement this Resolution and the Agreement in accordance with the terms, conditions and purposes of this Resolution and the Agreement. Payment for any services performed by Calvin Giordano prior to the date of this resolution is hereby ratified after the fact.

Section 5. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and **ADOPTED** on this 13th day of November, 2007.

Charles W. Burkett, Mayor

Attest:

Beatris M. Arguelles, CMC
Town Clerk

APPROVED AND TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

Original given to Phil MacNamara to have Dennis sign. 11/29/07

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

TOWN OF SURFSIDE, FLORIDA

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into this 13th day of Nov., 2007, by and between the TOWN OF SURFSIDE, a Florida municipal corporation (the "TOWN"), and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation (the "CONTRACTOR").

WHEREAS, the TOWN is in need of a qualified consulting firm to act as the Town's Consulting, Planning, Engineering, Building and Code Compliance firm in a continuing contract for services, including but not limited to planning; GIS support/implementation of system; redevelopment efforts; disaster recovery; landscape architecture; engineering; building, including plan review, field inspections, on-call services and qualified Building Official; and code compliance services to include the provision of qualified Code Compliance Officers ("Professional Services"); and

WHEREAS, the TOWN, pursuant to a Request for Qualifications selected CONTRACTOR to perform the aforementioned services as an independent contractor to TOWN; and

WHEREAS, Calvin, Giordano & Associates, Inc., performs these services for many governmental entities, including other municipalities, and has offered to provide high-level services to the TOWN for a reasonable cost; and

WHEREAS, the TOWN and CONTRACTOR desire to enter into an agreement setting forth the terms and conditions upon which the aforementioned Professional Services will be provided by CONTRACTOR; and

WHEREAS, TOWN has followed the selection and negotiation process for all services that require compliance with the Florida Consultant's Competitive Negotiation Act (CCNA) (Chapter 287.055, Florida Statutes), as amended.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. INCORPORATION, CONVENIENCE AND INTENT

The foregoing recitations are true and correct and are hereby incorporated by reference. The parties acknowledge that professional engineering services, landscape architect services and surveying services all fall within the requirements of the Florida Consultant's Competitive Negotiation Act (CCNA), Chapter 287.005, Florida Statutes. The parties further acknowledge that for purposes of contract preparation and convenience, non-CCNA and CCNA services have been combined. As used in this Agreement, Professional Services, shall mean all services that CONTRACTOR is required to provide herein.

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR shall perform Professional Services for the TOWN consisting of the following: community development, planning & zoning, landscape architecture, general and municipal engineering, emergency management services and associated miscellaneous services.

2.1 PLANNING SERVICES

2.1.1 Comprehensive Planning

2.1.2 Community Development Director

The CONTRACTOR shall provide a Community Development Director to TOWN which shall be responsible for providing the following services:

- Provide information to the general public as it relates to all land development activities within the TOWN.
- Provide information to builders and developers as it relates to policies and procedures within the TOWN relative to land planning within the TOWN.
- Oversee the development, maintenance and updating of land use and zoning maps as required by local and state agencies.
- Attend all staff meetings, all Town Commission meetings and any workshops, at which attendance by the CONTRACTOR is deemed necessary by the Town Manager and attend all County and State agency meetings and forums as required by the Town Manager and report back to Town Manager regarding meeting agendas, goals and any relevant discussions.
- Supervise and coordinate the building permit process with respect to zoning and fire marshal review.
- Develop, establish and supervise the system for the issuance of certificates of use and occupational licenses.
- Act as liaison between the TOWN, County, South Florida Regional Planning Council and State Department of Community Affairs.
- Develop policies and procedures regarding all planning and zoning activities, and develop schedules and time frames for processing all land development activities (including, but not limited to rezoning).
- Provide information to Town Manager and Town Commissioners on all relevant and applicable planning issues.
- Provide all internal support services attendant to the above.
- Perform any and all related services required by this position.

Fixed Fee: **$7,500.00 per month**

2.1.3 Planning and Zoning Process

- Provide all staff services for Planning and Zoning Review Process.
- Provide and maintain a zoning ordinance, related documents and make recommendations the Town Manager regarding amendments to said ordinance.

- Provide and maintain a comprehensive plan and related documents.
- Perform any and all related services required for Planning and Zoning Services.

Fixed Fee: **$5,000.00 per month**

2.2 DESIGN SERVICES (LANDSCAPE ARCHITECTURE)

- CONTRACTOR shall provide the necessary personnel and equipment for special project design, permitting, inspections, special reports, studies, and other related services as required by the Town Manager on a project-by-project basis, for which CONTRACTOR shall submit a schedule of work to be performed.

Cost Proposal Hourly Fee: **A cost proposal in the form of a work authorization shall be submitted for each new project to the Town Manager. Any work performed due to the cost proposal shall be based upon CONTRACTOR's lowest hourly fee.**

2.3 CODE ENFORCEMENT/SPECIAL MASTER PROCESS ADMINISTRATION

- Provide administrative/management direction and oversight to field code enforcement staff and office support staff.
- Provide management, process and procedures for administration of the Special Master Process.
- Utilize "Inkforce" software system capable of generating and tracking all code violations and scheduling follow-up inspections as necessary. (software licenses and hardware available at additional cost)
- Perform any and all related services required by this position.

Fixed Fee: **$2,000.00 per month**

2.4 BUILDING CODE SERICES

- Provide Building Official, Plumbing, Electrical and Mechanical Plan Review and Inspection Services as required the Florida Building Code and Florida Statute
- Web based Building Department Software and support
- Provide Permit Technicians and Permit Administrators
- File Maintenance and organization
- Preparation of and filing of all required forms and documents
- The use of standardized checklists to minimize errors
- Maintenance of quantity and quality control through the utilization of software and comprehensive workflow systems
- Set turn around times for all project types will met, simple single discipline permits two days, single family residence 5 days, larger commercial projects 10 working days
- Expedited Plan Review for clients with scheduling issues.

The utilization of specific checklists for documentation and quality assurance

2.4.1 User Fee (Permit Fee) Based Compensation. Users of the Building Code Services Department shall pay Permit Fees and other Related fees according to the Fee Schedule in Exhibit "A". Contractor shall return to the TOWN 10% of the total revenues collected to cover the Town's administrative costs and other costs relating to the enforcement of the Florida Building Code on or about the 15th of the following month. The fee schedule may be adjusted annually by Resolution of the Town Commission in an amount equal the increase in the Consumer Price Index (CPI).

2.5 COMMUNITY SERVICES

A. Streets, Rights-of-Way and Facilities

- Contract administration for maintenance of public rights-of-way, landscaping and irrigation systems to provide safe and comfortable common grounds for the residents of TOWN.
- Contract administration for the construction, operation and maintenance of public facilities.
- Contract administration and coordination of sidewalk and streetlight maintenance for all public roadways to ensure safe passage throughout Surfside.
- Contract administration and oversight of the Town's solid waste/sanitation disposal operations.
- Recommend, develop and implement capital improvement plan for the Town.
- Provide contract administration and assist in seeking local, state and federal grants for improvements to the public works within TOWN.
- Perform any and all related services required by the Town Manager.

B. General and Municipal Engineering

- Administer the Town's NPDES/Stormwater Master Plan programs
- Manage traffic ways improvement projects/contracts implemented by the Town
- Oversee the operation and maintenance of water, wastewater, and stormwater utilities
- Perform related services as required by the Town Manager

Fixed Fee: $12,000.00 per month

2.6 TOWN WEBSITE

Host and maintain the Surfside website containing TOWN contact information, statistics, history, departmental and facility descriptions, Commission meeting schedules, meeting agendas, agenda packages, minutes, Town Codes and other data as requested by the Town Manager.

Fixed Fee: $1,000 per month for website hosting

2.7 EMERGENCY MANAGEMENT SERVICES

- Attend emergency management related meetings including the Local Mitigation Strategy Committee, emergency managers meetings, area meetings, and others as directed
- Participate in relevant training and exercises to inject the interests of the TOWN.

- Maintain and update plans, policies and procedures to maintain compliance and ensure rosters, MOUs, and contracts are current
- Monitor legal and regulatory changes impacting the TOWN's emergency management program
- Respond to inquiries regarding emergency management, evacuation and related issues

Fixed Fee: $1000 per month

2.8 ADDITIONAL MISCELLANEOUS SERVICES

In addition to the fee contracts listed above, the CONTRACTOR will also provide additional services on an hourly basis as required by the Town Manager, including, but not limited to, engineering, traffic engineering, landscape architect services, and survey services (CCNA services); as well as any other services requested by the TOWN.

Hourly Fee: See professional fee schedule attached as Exhibit "A"

SECTION 3. FEES FOR SERVICES

3.1 CONTRACTOR shall submit monthly invoices for compensation, but only after the services for which the invoices are submitted have been completed and shall submit with such invoice a detailed breakdown, indicating each task performed, person performing the work and time allocated to each task. This breakdown shall be supplied for all work performed by CONTRACTOR, whether fixed fee or hourly.

3.2 CONTRACTOR shall assign all work for which there is a cost recovery account to that account, at the hourly rates set forth in Exhibit "A." Any amounts assigned to cost recovery accounts that relate to fixed fee matters will be credited against the fixed fee amounts.

3.3 TOWN shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

3.4 Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONTRACTOR. When the above reasons for withholding payments are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by TOWN.

3.5 The fixed fees contained herein are based upon the amount of land development activity that has occurred in the past and will likely occur in the future for a period of three (3) years from the effective date of this Agreement.

3.6 All fixed and hourly fees will be increased by three percent (3%) on each anniversary date of this Agreement.

SECTION 4. TERM/TERMINATION

4.1 TERM OF AGREEMENT – This Agreement shall commence on the date that this agreement is approved by the is fully executed by all parties and shall continue in full force and effect unless and until it is terminated as provided below.

4.2 TERMINATION – Without Cause – This Agreement may be terminated by TOWN for any reason or no reason upon thirty (30) calendar days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

4.3 TERMINATION – With Cause – This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONTRACTOR abandons this Agreement or causes it to be terminated by TOWN, CONTRACTOR shall indemnify TOWN against loss pertaining to this termination, including, but not limited to, reasonable costs incurred in transition to a replacement CONTRACTOR.

4.4 TERMINATION – Transfer of Ownership – This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the CONTRACTOR. CONTRACTOR shall notify Town Manager at least ten (10) business days before any such change in ownership of CONTRACTOR.

4.5 Upon termination, CONTRACTOR shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. It shall also reasonably assist the TOWN and any replacement CONTRACTORs in the transition, including taking any acts necessary to allow the transfer of the GIS system.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

a. CONTRACTOR has not performed services on a timely basis;
b. CONTRACTOR has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
c. CONTRACTOR has failed to obtain the approval of the TOWN where required by this Agreement;
d. CONTRACTOR has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

5.2. In the event CONTRACTOR fails to comply with the provisions of this Agreement, the TOWN may declare the CONTRACTOR in default and notify the CONTRACTOR in writing. In the event payment has been made for such professional services not completed, the CONTRACTOR shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time, pursuant to Section 4 above, and its right for damages under Section 5.3.

5.3. In an Event of Default by the CONTRACTOR, it shall be liable for all damages resulting from the default.

5.4. The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

SECTION 6. STATUS REPORTS AND UPDATES

On or before the first day of every month, CONTRACTOR shall prepare and deliver to the Town Manager status reports showing the status of all pending work authorizations and projects related to this Agreement.

SECTION 7. HOURS OF OPERATION

CONTRACTOR shall maintain fully staffed business hours equal to, but not less than, the Town's business hours of 8 AM to 5 PM, Monday through Friday, with the following holidays accepted:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

SECTION 8. POLICY OF NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION 9. DRUG FREE WORKPLACE

CONTRACTOR shall maintain a Drug Free Workplace.

SECTION 10. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. Personal services provided by CONTRACTOR shall be by employees of CONTRACTOR and subject to supervision by CONTRACTOR, and not as officers or employees of TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR.

SECTION 11. ASSIGNMENT

Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR, without the prior written consent of the Town Manager.

SECTION 12. CONFLICTS OF INTEREST

12.1 CONTRACTOR shall not perform any services for any private sector clients (including, but not limited to, developers, corporations, real estate investors, etc.) on projects within the jurisdictional boundaries of the TOWN.

12.2 CONTRACTOR acknowledges that, in the course of performing the services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the TOWN and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to CONTRACTOR or of which CONTRACTOR may otherwise become aware are and shall be and remain the confidential information of the TOWN ("Confidential Information"), unless otherwise deemed "public" by law. The CONTRACTOR will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. CONTRACTOR further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the TOWN or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). CONTRACTOR affirms that it will not disclose such information and that if it determines that there could be a conflict, or potential conflict of interest, CONTRACTOR and/or its agents will immediately advise the Town Manager.

12.3 CONTRACTOR shall not review or perform any services regarding any application made by any client of CONTRACTOR, even if the services CONTRACTOR performs for such client are unrelated to the TOWN. In such instance, CONTRACTOR shall disclose the relationship immediately to the Town Manager, who may retain an alternate CONTRACTOR for those services. If the services relate to a fixed fee service, the fees for the alternate CONTRACTOR shall be deducted from the fixed fee paid to CONTRACTOR.

12.4 Neither CONTRACTOR nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment related to its performance under this Agreement.

12.5 CONTRACTOR shall immediately notify TOWN if any public records are requested of CONTRACTOR and/or if issues are discovered by CONTRACTOR that may adversely impact TOWN.

12.6 CONTRACTOR further agrees to use best efforts to maintain open, honest and direct communication with the Town Manager and Town Attorney in the performance of services required pursuant to this Agreement.

SECTION 13. INDEMNIFICATION

13.1 CONTRACTOR shall indemnify, defend and hold harmless TOWN, its officials, appointed officers, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there from, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement.

13.2 CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 14, Insurance.

13.3 CONTRACTOR shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

SECTION 14. INSURANCE

14.1 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurances required pursuant to the Request for Qualifications. Proof of all insurance policies shall be approved by the Town Manager. CONTRACTOR shall not allow any Subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.2 CONTRACTOR shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with the policy limits outlined below:

- Workers' Compensation Insurance – as required by law.
- Employer's Liability Insurance - $1,000,000 per occurrence.
- Professional Liability Insurance – $1,000,000 per occurrence, $5,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed $100,000.00 per claim.

- Automobile Liability Insurance - $500,000 per occurrence, $500,000 per accident for bodily injury and $500,000 per accident for property damage.

The successful proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the TOWN of Surfside as additional insured and deductibles for each coverage at amounts approved by the Town Manager. CONTRACTOR shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date of execution of this Agreement. Upon request of TOWN, CONTRACTOR shall make available for inspection copies of any claims filed or made against any policy during the policy term. CONTRACTOR shall additionally notify TOWN, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of $250,000 during the policy term. The Town Manager may require any other insurance coverage it deems necessary depending upon the exposures.

14.3 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Town Manager or designee prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, with financial ratings acceptable to the Town Manager. The TOWN shall be named as an additional insured on all insurance policies.

14.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

SECTION 15. REPRESENTATIVE OF TOWN AND CONTRACTOR

15.1 It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONTRACTOR designates George Keller as the representative of CONTRACTOR to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

15.2 The parties recognize that George Keller's long history with CONTRACTOR and the South Florida community is a material inducement to the TOWN entering into this Agreement. Accordingly, unless excused by the Town Manager, George Keller shall personally attend weekly staff meetings and all regular Commission Meetings.

15.3 The Town Manager shall have the right to require CONTRACTOR to change any personnel working on TOWN projects upon providing CONTRACTOR with a ten (10) day written notice.

SECTION 16. COSTS AND ATTORNEY'S FEES

If either TOWN or CONTRACTOR is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 17. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONTRACTOR:

Dennis J. Giordano, President
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Telephone: (954) 921-7791
Facsimile: (954) 921-8807

FOR TOWN:

W.D. Higginbotham, Town Manager
Town of Surfside
9293 Harding Street
Surfside, Florida 33154
Telephone: (305) 993-1051
Facsimile: (305) 993-5097

With Copy to:

Lynn Dannheisser, Esq.
Town Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 18. RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE

18.1 Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

18.2 Rights in Data. Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of TOWN and TOWN shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONTRACTOR. TOWN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

18.3 Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such

copyright protection is available for the Town. CONTRACTOR shall not include in the data any copyrighted matter unless CONTRACTOR obtains the written approval of the Town Manager and provides said Town Manager with written permission of the copyright owner for CONTRACTOR to use such copyrighted matter in the manner provide herein.

18.4 If this Agreement is terminated for any reason prior to completion of the work, the TOWN may, in its discretion, use any design and documents prepared hereunder.

SECTION 19. SUBCONTRACTORS

Subcontractors, if needed, shall be subject to the prior written approval of the Town Manager.

SECTION 20. COMPLIANCE WITH LAWS

CONTRACTOR shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

SECTION 21. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

SECTION 22. OWNERSHIP OF DOCUMENTS

CONTRACTOR understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONTRACTOR or which is otherwise obtained or prepared by CONTRACTOR under the terms of this Agreement is and shall at all times remain the property of the TOWN. CONTRACTOR agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his sole discretion.

SECTION 23. AUDIT AND INSPECTION RIGHTS

23.1 The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONTRACTOR under this Agreement, audit, or cause to be audited, those books and records of CONTRACTOR that are related to CONTRACTOR's performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

23.2 The TOWN may, at reasonable times during the term hereof, inspect CONTRACTOR's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONTRACTOR under this Agreement conform to the terms of this Agreement. CONTRACTOR shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

SECTION 24. WARRANTIES OF CONTRACTOR

The CONTRACTOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 25. PUBLIC RECORDS

CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosure under applicable law. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the TOWN.

SECTION 26. NO CONTINGENT FEES

The CONTRACTOR (for all services secured pursuant to CCNA, Chapter 287.055, Florida Statutes) warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gist, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 27. GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

SECTION 28. HEADINGS

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

SECTION 29. SEVERABILITY

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

SECTION 30. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

SECTION 31. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32. SURVIVAL OF PROVISIONS

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

SECTION 33. ENTIRE AGREEMENT

33.1 This Agreement and its attachments constitute the entire agreement between CONTRACTOR and TOWN, and all negotiations and oral understandings between the parties are merged herein.

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

SECTION 34. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

SECTION 35. CONTENT OF THE REQUEST FOR PROPOSAL

The content of relevant provisions of the Request for Qualifications (RFQ) are hereby incorporated by reference into this Agreement and is attached as Exhibit "B."

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Services Agreement on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its mayor, authorized to execute same by Commission action on the 13th day of Nov., 2007; and Dennis J. Giordano authorized to execute same.

TOWN OF SURFSIDE, through its Town Commission

By:_____, Mayor

27th day of November, 2007

ATTEST:

_____, Town Clerk

Approved as to form and legality by Office of the Town Attorney

By:_____, Town Attorney

27 day of Nov, 2007

, Town Manager

27th day of November, 2007

(TOWN SEAL)

CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation

By:_____
Dennis J. Giordano, President

Witness:

_____

_____
Print Name

_____

_____
Print Name

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,025

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER 08-1807 DATE APPROVED CGA PROJECT NUMBER 08-2075

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
EAR BASED AMENDMENTS	COMPLETE ALL DATA & ANALYSIS AND GOALS, OBJECTIVES AND POLICIES FOR THE EAR BASED AMENDMENTS	$112,344.75	
			FY 09: $69,962.46
			FY 10: $42,382.29
		6/30/09	(560.00)
		9/15/09	(8,099.69)
		10/31/09	(1,866.44)
		11/30/09	(480.00)
		12/31/09	(7,061.75)
		1/31/09	(1,267.08)
		2/28/10	(14,959.19)
		3/31/10	(8080.00)
		Balance	.14

000

0.00G+

2,821.50 +
9,925.00 +
16,255.00 +
12,625.00 +
11,491.56 +
4,387.82 +
4,751.58 +
7,705.00 +

69,962.46G+

FY2009

0.00G+

Building Dept.

A/C # 001-2500-524-~~4911~~ 4911

I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.

DEPARTMENT HEAD

funds available

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L Word
Town Manager

PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,025

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER) **DATE APPROVED** **CGA PROJECT NUMBER 08-2075**

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
EAR BASED AMENDMENTS	COMPLETE ALL DATA & ANALYSIS AND GOALS, OBJECTIVES AND POLICIES FOR THE EAR BASED AMENDMENTS	$112,334.64	FY 09: $62,334.64 FY 10: $50,000.00
	Billed thru June 30, 2009 FY2009 $62,817.46	12/26/08	#31762 (2821.50)
		1/16/09	#31900 (9925.00)
		3/20/09	#32125 (16,255.00)
		4/17/09	#32641 (12,625.00)
		4/24/09	#32905 (11,491.56)
		5/15/09	#33048 (4,387.82)
		6/12/09	#32495 (4751.58)
		~~8/12/09~~	~~#33890 (560.00)~~ ←
		8/31/09	#34202 (7,705.00)
			$69,962.46
	DEPT. Building Search ACCT. # 001-2500-524-3410 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD		FY2010 $42,382.29

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L Word
Town Manager

#08-2075

Town of Surfside
Commission Communication

PO for FY 09 NEW DEL

Agenda Item # 8C

Agenda Date: October 14, 2008

Subject: CGA Work Authorization

001-2500-524-3410

Background: The Town's Evaluation and Appraisal Report was found sufficient by the Florida Department of Community Affairs in July 2008. State Statutes require adoption of EAR Based Amendments within 18 months of adoption of the EAR. CGA is requesting the Town Commission to approve the work authorization attached as Exhibit A so that CGA may begin the project in November.

Analysis: Staff is proposing a work authorization to permit CGA contractual staff to complete the EAR Based Amendments by January 2010. CGA would like to begin the data collection in November 2008 so that public workshops may begin in April 2009; providing an adoption date of approximately January 2010.

Budget Impact: $62,344.75 in the FY09 budget and $50,000 in the FY10 budget

Staff Impact: This project is consistent with the approved general services contract and includes the following contractual staff: Planning, Environmental Planning, Engineering, GIS, and Traffic Engineering.

Recommendation It is recommended that the Surfside Town Commission approve the attached work authorization for the EAR Based Amendments.

Department Head

Town Manager

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C 6A pros #

08-2075

RESOLUTION NO. 2008-1807

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA TRANSMITTING AND ADOPTING THE TOWN'S EVALUATION AND APPRAISAL REPORT; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS AND ALL OTHER UNITS OF LOCAL GOVERNMENT OR GOVERNMENTAL AGENCIES REQUIRED BY LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3191, Florida Statutes, directs local governments to periodically assess the success or failure of its adopted local comprehensive plan to adequately address changing conditions and state policies and rules; and

WHEREAS, Section 163.3191 also contains procedures for preparation and review of evaluation and appraisal reports related to implementation of adopted local comprehensive plans by the local planning agency and governing body; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town of Surfside, held its hearing on the proposed Town of Surfside Evaluation and Appraisal Report on January 31, 2008, with due public notice; and

WHEREAS, the Town Commission held its transmittal and public hearing on February 12, 2008, as required by Section 163.3191, Florida Statutes; and

WHEREAS, after having received extensive input and participation by interested members of the public and staff, and having considered the January 31, 2008 recommendation of the Town of Surfside Planning Board and staff, the Town Commission evidenced an intent to transmit the proposed Town of Surfside Evaluation and Appraisal Report to the Florida Department of Community Affairs and other units of local government and governmental agencies as required by law for their review.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2. Transmittal. The Town's Planning Consultant is hereby directed to transmit the Town of Surfside Evaluation and Appraisal Report to the Florida Department of Community Affairs in accordance with Florida Statute 163.3191 and all other units of local government or governmental agencies required by law.

Section 3. Adoption. The Town of Surfside Evaluation and Appraisal Report, attached as Exhibit "A," is hereby adopted.

Section 4. Severability. If any section, subsection, clause or provision of this Resolution is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 5. Repeal of Conflicts. All previously adopted resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 6. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED and ADOPTED on this 12th day of February, 2008, and on this 26th day of February, 2008.

Charles W. Burkett, Mayor

Attest:

Beatris M. Arguelles, CMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

Res. 08-1807

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Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: October 6, 2008

Mr. Gary Word
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 15
Surfside EAR Based Amendments
CGA Proposal No. 08-2075

Dear Mr. Word,

Enclosed for your review and approval is Work Authorization No. 15 for Surfside EAR Based Amendments. The scope of the project includes Comprehensive Plan rewrite.

The Scope of Services to be furnished under this Work Authorization includes Civil Engineering, Data Technologies & Development, Environmental, Planning and Traffic Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $112,344.80.

Work will commence upon the Town's execution of the Work Authorization.
Should you have any questions concerning this matter, please feel free to contact me at your convenience.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Shelley Eichner

Shelley Eichner, AICP
Vice President

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

Eller Drive, Suite 600
Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-giorda

Fort Lauderdale West Palm Beach Orlando

TOWN OF SURFSIDE

Surfside EAR Based Amendments

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

The Town may complete payment for the scope of services specified in this agreement in FY10 based on the following breakdown: $62,344.75 shall be paid in FY09 and $50,000 shall be paid in FY10.

II. Professional Planning Services

A. DATA AND ANALYSIS

1. Gather existing information from Miami-Dade County and other public and private service providers according to the requirements of Chapter 163 and Florida Administrative Rule 9J-5.

   - Receive direction and feedback from the interpretation of the data to develop future planning goals, objectives and policies for the Town.
   - Establish base year for the Town's existing conditions and establish horizon years for the purposes of intermediate goal setting towards the long range plan.
   - Provide detailed compilation of plan data and analysis items including maps, tables, charts and narrative per State requirements.

2. The Data and Analysis of the following elements will be revised:

   - Future Land Use, Transportation, Housing, Infrastructure, Coastal Management, Conservation, Recreation, Intergovernmental Coordination and Capital Improvements.

B. GOALS, OBJECTIVES AND POLICIES

1. Amend Goals, Objectives, and Policies based upon the Evaluation and Appraisal Report (EAR), the current Town vision and include the following:

- Update levels of service standards as necessary for public facilities
- Ensure requirements of Chapter 163, Florida Statutes, and 9J-5, Florida Administrative Code regarding Comprehensive Plans
- Incorporate policies that protect Surfside's small town atmosphere including the review of density and intensity standards and by concentrating redevelopment on Collins Avenue.
- Include applicable sections of the Town of Surfside Charrette.

2. The Goals, objectives and policies of the following elements will be reviewed:

   - Future Land Use, Transportation, Housing, Infrastructure, Coastal Management, Conservation, Recreation, Intergovernmental Coordination and Capital Improvements.

C. PUBLIC PARTICIPATION

1. The draft amendments will be presented in two workshops to allow review of the Comprehensive Plan Elements by the public, Planning and Zoning Board, and Town Commission.

   - EAR-based Amendments Workshop #1 includes Future Land Use, Housing, Coastal Management, Conservation and Recreation
   - EAR-based Amendments Workshop #2 includes Transportation, Infrastructure, Intergovernmental Coordination and Capital Improvements

D. PLAN ADOPTION

1. The Consultant will guide the EAR-Based Amendments through state-mandated public hearings and adoption of the amendments. The adoption process will include:

   - One presentation of the draft EAR-based Comprehensive Plan Amendments to the Planning and Zoning Board for recommendation to the Town Commission.
   - One presentation of the draft EAR-Based Comprehensive Plan

to the Town Commission.

- One presentation of the draft EAR-Based Comprehensive Plan Amendments to the Town Commission to consider transmittal to the Department of Community Affairs and reviewing agencies.
- Revision of the Comprehensive Plan based upon the Department of Community Affairs Objections, Recommendation, and Comments (ORC) Report.
- One presentation of the revised Comprehensive Plan to the Town Commission for final adoption.

E. SCHEDULE

1.	Data & Analysis	November 2008 - February 2009
2.	Goals, Objectives & Policies	February 2009 - March 2009
3.	Public Participation	April 2009
4.	Plan Adoption	August 2009 - January 2010

III. Professional Environmental Services

A. Amend the Goals, Objects and Policies of, and update the Data, Inventory and Analysis of the Coastal and Conservation Elements, attend public meetings and workshops as needed.

IV. Professional Data Technologies & Development Services

A. Original GIS-based maps will be created for all Comprehensive Plan Elements. Maps required for the Goals, Objectives, and Policies, and Data Inventory and Analysis will be created in GIS based upon data from the Town of Surfside, Miami-Dade County, Miami-Dade MPO, FEMA, USGS, as well as other related public agencies.

I. Professional Engineering Services

A. Civil Engineering

1. Civil Engineering Fort Lauderdale

   - Elements to be revised include:

     - Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element.

   - Work Products include the following:

     - Revised Goals, Objectives and Policies based upon the adopted Evaluation and Appraisal Report, Chapter 163, Florida Statutes, and 9J-5, Florida Administrative Code.

     - Data Inventory Analysis. The text for Data Inventory and Analysis for each section will be updated.

     - Revised EAR-based amendments and response memo based upon the Department of Community Affairs Objections, Recommendations and Comments Report.

B. Traffic Engineering

1. Elements to be revised include:

   - Transportation Element

2. Work products include:

   - Data Inventory Analysis. The text for Data Inventory and Analysis for each section will be updated.

   - Revised EAR-based amendments and response memo based upon the Department of Community Affairs Objections, Recommendation and Comments Report.

   - Revised Goals, Objectives and Policies based upon the adopted Evaluation and Appraisal Report, Chapter 163, Florida Statutes, and 9J-5, Florida Administrative Code.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $106,995.00 plus reimbursables at $5,349.75 with

a total not to exceed amount of $112,344.80. Payments to be made monthly.

3. SUBMITTED

Submitted by: Shelley Eichner
Shelley Eichner, AICP

Date: 10/6/08

4. APPROVAL

Approved by: _____
Gary Word, Town Manager

Date: _____

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO. 15

PROJECT NAME Surfside EAR Based Amendments
CGA Proposal No. 08-2075

DESCRIPTION Comprehensive Plan rewrite

TITLE	RATE	HOURS/UNITS	COST
Associate Data Tech	$160.00	10	$1,600.00
Clerical	$70.00	40	$2,800.00
Director Engineering V	$160.00	65	$10,400.00
Environmental Administrator	$120.00	105	$12,600.00
GIS Coordinator	$140.00	20	$2,800.00
GIS Specialist	$120.00	101	$12,120.00
GIS Technician	$95.00	25	$2,375.00
Planner	$100.00	170	$17,000.00
Planning Administrator	$130.00	220	$28,600.00
Principal	$210.00	10	$2,100.00
Project Engineer III	$120.00	65	$7,800.00
Traffic Technician	$85.00	80	$6,800.00
			$106,995.00

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$106,995.00**
REIMBURSABLE SUBTOTAL	**$5,349.75**
TOTAL	**$112,344.75**

Reviewed by: _____
Gary Word, Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

PROFESSIONAL FEE SCHEDULE

Principal	210.00
Executive Assistant	70.00
ENGINEERING	
Associate, Engineering (VI)	185.00
Director, Engineering (V)	160.00
Project Manager (IV)	140.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	95.00
Senior CADD Technician Manager	110.00
CADD Technician	90.00
Traffic Technician	85.00
Permit Administrator	85.00
Clerical	70.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	160.00
GIS Coordinator	140.00
GIS Specialist	120.00
Multi-Media 3D Developer	110.00
GIS Technician	95.00
Sr. Applications Developer	160.00
Applications Developer	130.00
Network Administrator	150.00
System Support Specialist	110.00
IT Support Specialist	80.00
CONSTRUCTION	
Associate, Construction	160.00
Construction Management Director	130.00
Senior Inspector	95.00
Inspector	85.00
EMERGENCY MANAGEMENT	
Director	140.00
Planner	100.00
Jr. Planner	85.00

PLANNING	
Associate, Planning	160.00
Director of Planning	140.00
Planning Administrator	130.00
Assistant Director	120.00
Planner	100.00
Jr. Planner	85.00
EXPERT WITNESS	
Principal/Associate	325.00
Registered Engineer/Surveyor	275.00
Project Engineer	225.00
LANDSCAPE ARCHITECT	
Associate, Landscape	160.00
Senior Landscape Architect	125.00
Environmental Administrator	120.00
Landscape Architect	110.00
Environmental Specialist	100.00
Landscape CADD Technician	90.00
Environmental Assistant	80.00
SURVEYING	
Associate, Surveying	160.00
Senior Registered Surveyor	140.00
Survey Crew	130.00
Registered Surveyor	120.00
Survey Coordinator	100.00
CADD Technician	90.00
3D Laser Scanner	350.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	150.00
Sub-meter G.P.S	70.00
Soft Dig (per hole)	300.00
Utility Locates	200.00
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	110.00
Environmental Scientist	95.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

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Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
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Emergency Management Services
Building Code Services

1[illegible] Eller Drive, Suite 600
[illegible]auderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-giordan[illegible]

Effective January 1, 2008

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,020

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER 08-1842 **DATE APPROVED** 06/10/08 **CGA PROJECT NUMBER** 07-1518

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
SIGNAGE INVENTORY	SIGNAGE INVENTORY AND UNIFORM SIGN PROGRAM CONTRACT COST—INCLUDES REIMBURSABLES DEPT. PW (TRANS) ACCT. # 107-8500-549-6411 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD	$14,584.50	$14,584.50

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Town Manager

#07-1518

RESOLUTION NO. 1842

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION FROM CALVIN GIORDANO & ASSOCIATES, INC FOR THE PROVISION OF A SIGNAGE INVENTORY; RE-APPROPRIATING FUNDS WITHIN THE TRANSPORTATION FUND; PROVIDING FOR APPROVAL OF THE WORK AUTHORIZATION; AMENDING THE TOWN'S BUDGET FOR FISCAL YEAR 2007-2008 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission has previously approved a Community Services-Streets, Rights-of-way and facilities contract with Calvin Giordano & Associates, Inc.("CGA"); and

WHEREAS, CGA has submitted a proposed Work Authorization (No. 10) to perform a Signage Inventory Report for the Town which will include Validation of Existing Inventory of Signage, Development of Future Conditions Map and provide a report summarizing recommendations and future signage conditions; and

WHEREAS, execution of the Work Authorization will require re-appropriation of funds within the Transportation Fund; and

WHEREAS, in accordance with Section 62 of the Town Charter, the Town Commission may during the Fiscal Year make appropriation amendments to the Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Work Authorization Approved.** That CGA Work Authorization No. 002, in substantially the form attached hereto as Exhibit "A" is hereby approved, and the Town Manager is hereby authorized to execute the Work Authorization, on behalf of the Town.

Section 3. **Budget Amendment**. In accordance with Section 62 of the Town Charter and the Budget adopted as Exhibit "A" of Resolution No. 07-1782 is amended as shown in Exhibit "B".

Section 4. **Implementation.** That the Town Manager is hereby authorized to take all action necessary to implement this Resolution and the work authorization in accordance with the terms, conditions and purposes of this Resolution.

Section 5. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and **ADOPTED** on this 10th day of June 2008.

Charles W. Burkett, Mayor

Attest:

Beatris M. Arguelles, CMC
Town Clerk

APPROVED AND TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: May 22, 2008

Mr. Gary Word
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 10
Town of Surfside Signage Inventory and Uniform Sign Program
CGA Proposal No. 07-1518

Dear Mr. Word,

Funding is appropriated within the FY ~~2007~~ 2008 Budget for Town of Surfside Signage Inventory and Uniform Sign Program/Surfside.

Enclosed for your review and approval is Work Authorization No. 10 for the Town of Surfside Signage Inventory and Uniform Sign Program. The scope of the project includes Town of Surfside Traffic Workshop Implementation.

The Scope of Services to be furnished under this Work Authorization includes Data Technologies & Development and Traffic Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $14,584.50.

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1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Fort Lauderdale West Palm Beach Orlando Fort Pierce Homestead

Work will commence upon the City's execution of the Work Authorization. Should you have any questions concerning this matter, please feel free to contact me at your convenience.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Shelley Eichner

Shelley Eichner, AICP
Vice President

TOWN OF SURFSIDE

Town of Surfside Signage Inventory and Uniform Sign Program

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Engineering Services

A. Traffic Engineering

1. Validation of Existing Inventory of Signage

- Consultant shall assess that existing signage is valid on each roadway within the Town of Surfside. This validation will be based on the standard sign guidelines described in the Manual on Uniform Traffic Control Devices (MUTCD). This task will include:

  - 1. Remove existing sign
  - 2. Replace existing sign with same sign (maintenance issues)
  - 3. Replace existing sign with different sign
  - 4. Install new sign
  - Existing signs that do not need to be replaced will not be noted in the field validation.

- The existing signage recommendation validation performed by the consultant shall follow the standards and guidelines described in the MUTCD. This guidelines will follow, but not be limited to the following:

  - 1. Age
  - 2. Compliance
  - 3. Condition
  - 4. Relevance
  - 5. Placement and/or direction

2. Development of Future Conditions Map

  - The Consultant shall use recommendations from the existing signage validation to develop the future conditions map. This map will be GIS based, user-friendly and easy to maintain.

3. Report

- Based on the analysis of the roadway validation analysis a report will be completed that will summarize the signage recommendations and future signage conditions. Final product deliverables will include:

  - 1. Two (2) Hard Copies of Report

- 2. Electronic Copy of Report

- 3. Electronic Copy of GIS files

II. Professional Data Technologies & Development Services

A. CGA will prepare Maps & statistical reports as needed for the Town of Surfside for use by CGA & Town staff to assist in locating, identify & assessing the signage features in need of replacement or removal within the city. CGA will provide hardcopy maps for this project.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $13,890.00 plus reimbursables at $694.50 with a total not to exceed amount of $14,584.50. Payments to be made monthly.

3. SUBMITTED

Submitted by: Shelley Eichner Date: 5/22/08
Shelley Eichner, AICP

4. APPROVAL

Approved by: Gary L Word Date: 6/12/08
Gary Word, Town Manager

Work Authorization No. 10
May 22, 2008
Calvin, Giordano & Associates, Inc. Proposal No. 07-1518

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	10
PROJECT NAME	Town of Surfside Signage Inventory and Uniform Sign Program CGA Proposal No. 07-1518
DESCRIPTION	Town of Surfside Traffic Workshop Implementation

TITLE	RATE	HOURS	COST
Associate Data Tech	$160.00	6	$960.00
Associate Planning	$160.00	11	$1,760.00
GIS Coordinator	$140.00	4	$560.00
GIS Specialist	$120.00	20	$2,400.00
GIS Technician	$95.00	12	$1,140.00
Project Manager IV	$140.00	42	$5,880.00
Traffic Technician	$85.00	14	$1,190.00
			$13,890.00

SUBCONSULTANTS	COST

LABOR SUBTOTAL	**$13,890.00**
REIMBURSABLE SUBTOTAL	**$694.50**
TOTAL	**$14,584.50**

Reviewed by: Gary L Word
Gary Word, Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	210.00
Executive Assistant	70.00
ENGINEERING	
Associate, Engineering (VI)	185.00
Director, Engineering (V)	160.00
Project Manager (IV)	140.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	95.00
Senior CADD Technician Manager	110.00
CADD Technician	90.00
Traffic Technician	85.00
Permit Administrator	85.00
Clerical	70.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	160.00
GIS Coordinator	140.00
GIS Specialist	120.00
Multi-Media 3D Developer	110.00
GIS Technician	95.00
Sr. Applications Developer	160.00
Applications Developer	130.00
Network Administrator	150.00
System Support Specialist	110.00
IT Support Specialist	80.00
CONSTRUCTION	
Associate, Construction	160.00
Construction Management Director	130.00
Senior Inspector	95.00
Inspector	85.00
EMERGENCY MANAGEMENT	
Director	140.00
Planner	100.00
Jr. Planner	85.00

PLANNING	
Associate, Planning	160.00
Director of Planning	140.00
Planning Administrator	130.00
Assistant Director	120.00
Planner	100.00
Jr. Planner	85.00
EXPERT WITNESS	
Principal/Associate	325.00
Registered Engineer/Surveyor	275.00
Project Engineer	225.00
LANDSCAPE ARCHITECT	
Associate, Landscape	160.00
Senior Landscape Architect	125.00
Environmental Administrator	120.00
Landscape Architect	110.00
Environmental Specialist	100.00
Landscape CADD Technician	90.00
Environmental Assistant	80.00
SURVEYING	
Associate, Surveying	160.00
Senior Registered Surveyor	140.00
Survey Crew	130.00
Registered Surveyor	120.00
Survey Coordinator	100.00
CADD Technician	90.00
3D Laser Scanner	350.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	150.00
Sub-meter G.P.S	70.00
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	110.00
Environmental Scientist	95.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective January 1, 2008

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RESOLUTION NO. 1842

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION FROM CALVIN GIORDANO & ASSOCIATES, INC FOR THE PROVISION OF A SIGNAGE INVENTORY; RE-APPROPRIATING FUNDS WITHIN THE TRANSPORTATION FUND; PROVIDING FOR APPROVAL OF THE WORK AUTHORIZATION; AMENDING THE TOWN'S BUDGET FOR FISCAL YEAR 2007-2008 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission has previously approved a Community Services-Streets, Rights-of-way and facilities contract with Calvin Giordano & Associates, Inc.("CGA"); and

WHEREAS, CGA has submitted a proposed Work Authorization (No. 10) to perform a Signage Inventory Report for the Town which will include Validation of Existing Inventory of Signage, Development of Future Conditions Map and provide a report summarizing recommendations and future signage conditions; and

WHEREAS, execution of the Work Authorization will require re-appropriation of funds within the Transportation Fund; and

WHEREAS, in accordance with Section 62 of the Town Charter, the Town Commission may during the Fiscal Year make appropriation amendments to the Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Work Authorization Approved.** That CGA Work Authorization No. 002, in substantially the form attached hereto as Exhibit "A" is hereby approved, and the Town Manager is hereby authorized to execute the Work Authorization, on behalf of the Town.

Section 3. **Budget Amendment**. In accordance with Section 62 of the Town Charter and the Budget adopted as Exhibit "A" of Resolution No. 07-1782 is amended as shown in Exhibit "B".

Section 4. **Implementation.** That the Town Manager is hereby authorized to take all action necessary to implement this Resolution and the work authorization in accordance with the terms, conditions and purposes of this Resolution.

Section 5. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and **ADOPTED** on this 10th day of June 2008.

Charles W. Burkett, Mayor

Attest:

Beatris M. Arguelles, CMC
Town Clerk

APPROVED AND TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

Resolution No. 08-1842

TOWN OF SURFSIDE, FLORIDA
BUDGET AMENDMENTS
6/10/08 AGENDA ITEMS

AGENDA ITEM NAME		TRAFFIC INTRUSION	TRAFFIC MANAGEMENT	SIGNAGE INVENTORY	BUDGET ADJ. TO REFLECT REVENUE INCREASE	TOTAL
		$53,739.00	$33,726.00	$14,584.50		
	SUNGARD ACCOUNT #	INCREASE (DECREASE)	INCREASE (DECREASE)	INCREASE (DECREASE)	INCREASE (DECREASE)	INCREASE (DECREASE)
TRANSPORTATION FUND						
REVENUES						
TRANSIT TAX SURTAX PROCEEDS	107-0000-343-2000			$729.50	$39,513.50	$40,243.00
APPROPRIATIONS						
TRAFFIC CALMING	107-8500-549-6411	$53,739.00	$33,726.00	$14,584.50		$102,049.50
CONTINGENCY	107-8500-549-4902	($53,739.00)	($33,726.00)	($13,855.00)		($101,320.00)
PROFESSIONAL SERVICES	107-8500-549-3101				$39,513.50	$39,513.50
BALANCE		$0.00	$0.00	$0.00	$0.00	$0.00

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

Res. 08-1842

Date: May 22, 2008

Mr. Gary Word
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 10
Town of Surfside Signage Inventory and Uniform Sign Program
CGA Proposal No. 07-1518

Dear Mr. Word,

Funding is appropriated within the FY ~~2007~~ 2008 Budget for Town of Surfside Signage Inventory and Uniform Sign Program/Surfside.

Enclosed for your review and approval is Work Authorization No. 10 for the Town of Surfside Signage Inventory and Uniform Sign Program. The scope of the project includes Town of Surfside Traffic Workshop Implementation.

The Scope of Services to be furnished under this Work Authorization includes Data Technologies & Development and Traffic Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $14,584.50.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-g[illegible]

Work will commence upon the City's execution of the Work Authorization. Should you have any questions concerning this matter, please feel free to contact me at your convenience.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Shelley Eichner

Shelley Eichner, AICP
Vice President

TOWN OF SURFSIDE

Town of Surfside Signage Inventory and Uniform Sign Program

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Engineering Services

A. Traffic Engineering

1. Validation of Existing Inventory of Signage

- Consultant shall assess that existing signage is valid on each roadway within the Town of Surfside. This validation will be based on the standard sign guidelines described in the Manual on Uniform Traffic Control Devices (MUTCD). This task will include:

  - 1. Remove existing sign
  - 2. Replace existing sign with same sign (maintenance issues)
  - 3. Replace existing sign with different sign
  - 4. Install new sign
  - Existing signs that do not need to be replaced will not be noted in the field validation.

- The existing signage recommendation validation performed by the consultant shall follow the standards and guidelines described in the MUTCD. This guidelines will follow, but not be limited to the following:

  - 1. Age
  - 2. Compliance
  - 3. Condition
  - 4. Relevance
  - 5. Placement and/or direction

2. Development of Future Conditions Map

  - The Consultant shall use recommendations from the existing signage validation to develop the future conditions map. This map will be GIS based, user-friendly and easy to maintain.

3. Report

- Based on the analysis of the roadway validation analysis a report will be completed that will summarize the signage recommendations and future signage conditions. Final product deliverables will include:

  - 1. Two (2) Hard Copies of Report

- 2. Electronic Copy of Report

- 3. Electronic Copy of GIS files

II. Professional Data Technologies & Development Services

A. CGA will prepare Maps & statistical reports as needed for the Town of Surfside for use by CGA & Town staff to assist in locating, identify & assessing the signage features in need of replacement or removal within the city. CGA will provide hardcopy maps for this project.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $13,890.00 plus reimbursables at $694.50 with a total not to exceed amount of $14,584.50. Payments to be made monthly.

3. SUBMITTED

Submitted by: Shelley Eichner Date: 5/22/08
Shelley Eichner, AICP

4. APPROVAL

Approved by: Gary L. Word Date: 6/12/08
Gary Word, Town Manager

Work Authorization No. 10
May 22, 2008
Calvin, Giordano & Associates, Inc. Proposal No. 07-1518

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	10
PROJECT NAME	Town of Surfside Signage Inventory and Uniform Sign Program CGA Proposal No. 07-1518
DESCRIPTION	Town of Surfside Traffic Workshop Implementation

TITLE	RATE	HOURS	COST
Associate Data Tech	$160.00	6	$960.00
Associate Planning	$160.00	11	$1,760.00
GIS Coordinator	$140.00	4	$560.00
GIS Specialist	$120.00	20	$2,400.00
GIS Technician	$95.00	12	$1,140.00
Project Manager IV	$140.00	42	$5,880.00
Traffic Technician	$85.00	14	$1,190.00
			$13,890.00

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$13,890.00**
REIMBURSABLE SUBTOTAL	**$694.50**
TOTAL	**$14,584.50**

Reviewed by: Gary L. Word
Gary Word, Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

PROFESSIONAL FEE SCHEDULE

Principal	210.00
Executive Assistant	70.00
ENGINEERING	
Associate, Engineering (VI)	185.00
Director, Engineering (V)	160.00
Project Manager (IV)	140.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	95.00
Senior CADD Technician Manager	110.00
CADD Technician	90.00
Traffic Technician	85.00
Permit Administrator	85.00
Clerical	70.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	160.00
GIS Coordinator	140.00
GIS Specialist	120.00
Multi-Media 3D Developer	110.00
GIS Technician	95.00
Sr. Applications Developer	160.00
Applications Developer	130.00
Network Administrator	150.00
System Support Specialist	110.00
IT Support Specialist	80.00
CONSTRUCTION	
Associate, Construction	160.00
Construction Management Director	130.00
Senior Inspector	95.00
Inspector	85.00
EMERGENCY MANAGEMENT	
Director	140.00
Planner	100.00
Jr. Planner	85.00

PLANNING	
Associate, Planning	160.00
Director of Planning	140.00
Planning Administrator	130.00
Assistant Director	120.00
Planner	100.00
Jr. Planner	85.00
EXPERT WITNESS	
Principal/Associate	325.00
Registered Engineer/Surveyor	275.00
Project Engineer	225.00
LANDSCAPE ARCHITECT	
Associate, Landscape	160.00
Senior Landscape Architect	125.00
Environmental Administrator	120.00
Landscape Architect	110.00
Environmental Specialist	100.00
Landscape CADD Technician	90.00
Environmental Assistant	80.00
SURVEYING	
Associate, Surveying	160.00
Senior Registered Surveyor	140.00
Survey Crew	130.00
Registered Surveyor	120.00
Survey Coordinator	100.00
CADD Technician	90.00
3D Laser Scanner	350.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	150.00
Sub-meter G.P.S	70.00
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	110.00
Environmental Scientist	95.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective January 1, 2008

Engineering
Construction Engineering & Inspection
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www.calvin-giordano.com

Hours Summary - Detail

Data Technologies & Development Fort Lauderdale

GIS

Work Activity	*Position*	*Hrs.*	*Rate*	*Total*
Data Maintenance	GIS Specialist	8	$120.00	$960.00
Plotting	GIS Technician	12	$95.00	$1,140.00
Prepare ArcMap Document	GIS Specialist	12	$120.00	$1,440.00
Project Management/General Tasks	Associate Data Tech	6	$160.00	$960.00
Testing	GIS Coordinator	4	$140.00	$560.00
Total GIS		**42**		**$5,060.00**
Total Data Technologies & Development Fort Lauderdale		***42***		***$5,060.00***

Traffic Engineering Fort Lauderdale

Other Traffic Work Activity

Work Activity	*Position*	*Hrs.*	*Rate*	*Total*
Report Preparation	Project Manager IV	12	$140.00	$1,680.00
Report Preparation	Associate Planning	3	$160.00	$480.00
Validation of Inventory of Signage	Associate Planning	2	$160.00	$320.00
Validation of Inventory of Signage	Project Manager IV	30	$140.00	$4,200.00
Validation of Inventory of Signage	Traffic Technician	14	$85.00	$1,190.00
Verification of Inventory of Signage	Associate Planning	6	$160.00	$960.00
Total Other Traffic Work Activity		**67**		**$8,830.00**
Total Traffic Engineering Fort Lauderdale		***67***		***$8,830.00***
Proposal Total		***109***		***$13,890.00***

RESOLUTION NO. 1842

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION FROM CALVIN GIORDANO & ASSOCIATES, INC FOR THE PROVISION OF A SIGNAGE INVENTORY; RE-APPROPRIATING FUNDS WITHIN THE TRANSPORTATION FUND; PROVIDING FOR APPROVAL OF THE WORK AUTHORIZATION; AMENDING THE TOWN'S BUDGET FOR FISCAL YEAR 2007-2008 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission has previously approved a Community Services-Streets, Rights-of-way and facilities contract with Calvin Giordano & Associates, Inc.("CGA"); and

WHEREAS, CGA has submitted a proposed Work Authorization (No. 10) to perform a Signage Inventory Report for the Town which will include Validation of Existing Inventory of Signage, Development of Future Conditions Map and provide a report summarizing recommendations and future signage conditions; and

WHEREAS, execution of the Work Authorization will require re-appropriation of funds within the Transportation Fund; and

WHEREAS, in accordance with Section 62 of the Town Charter, the Town Commission may during the Fiscal Year make appropriation amendments to the Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Work Authorization Approved.** That CGA Work Authorization No. 002, in substantially the form attached hereto as Exhibit "A" is hereby approved, and the Town Manager is hereby authorized to execute the Work Authorization, on behalf of the Town.

Section 3. **Budget Amendment**. In accordance with Section 62 of the Town Charter and the Budget adopted as Exhibit "A" of Resolution No. 07-1782 is amended as shown in Exhibit "B".

Section 4. **Implementation.** That the Town Manager is hereby authorized to take all action necessary to implement this Resolution and the work authorization in accordance with the terms, conditions and purposes of this Resolution.

Section 5. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and **ADOPTED** on this 10th day of June 2008.

Charles W. Burkett, Mayor

Attest:

Beatris M. Arguelles, CMC
Town Clerk

APPROVED AND TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

TOWN OF SURFSIDE, FLORIDA
BUDGET AMENDMENTS
6/10/08 AGENDA ITEMS

AGENDA ITEM NAME		TRAFFIC INTRUSION $53,739.00	TRAFFIC MANAGEMENT $33,726.00	SIGNAGE INVENTORY $14,584.50	BUDGET ADJ. TO REFLECT REVENUE INCREASE	TOTAL
	SUNGARD ACCOUNT #	INCREASE (DECREASE)	INCREASE (DECREASE)	INCREASE (DECREASE)	INCREASE (DECREASE)	INCREASE (DECREASE)
TRANSPORTATION FUND						
REVENUES						
TRANSIT TAX SURTAX PROCEEDS	107-0000-343-2000			$729.50	$39,513.50	$40,243.00
APPROPRIATIONS						
TRAFFIC CALMING	107-8500-549-6411	$53,739.00	$33,726.00	$14,584.50		$102,049.50
CONTINGENCY	107-8500-549-4902	($53,739.00)	($33,726.00)	($13,855.00)		($101,320.00)
PROFESSIONAL SERVICES	107-8500-549-3101				$39,513.50	$39,513.50
BALANCE		$0.00	$0.00	$0.00	$0.00	$0.00

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: May 22, 2008

Mr. Gary Word
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 10
Town of Surfside Signage Inventory and Uniform Sign Program
CGA Proposal No. 07-1518

Dear Mr. Word,

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Work will commence upon the City's execution of the Work Authorization. Should you have any questions concerning this matter, please feel free to contact me at your convenience.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Shelley Eichner

Shelley Eichner, AICP
Vice President

TOWN OF SURFSIDE

Town of Surfside Signage Inventory and Uniform Sign Program

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Engineering Services

A. Traffic Engineering

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- Consultant shall assess that existing signage is valid on each roadway within the Town of Surfside. This validation will be based on the standard sign guidelines described in the Manual on Uniform Traffic Control Devices (MUTCD). This task will include:

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2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $13,890.00 plus reimbursables at $694.50 with a total not to exceed amount of $14,584.50. Payments to be made monthly.

3. SUBMITTED

Submitted by: Shelley Eichner Date: 5/22/08
Shelley Eichner, AICP

4. APPROVAL

Approved by: Gary L Word Date: 6/12/08
Gary Word, Town Manager

Work Authorization No. 10
May 22, 2008
Calvin, Giordano & Associates, Inc. Proposal No. 07-1518

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	10
PROJECT NAME	Town of Surfside Signage Inventory and Uniform Sign Program CGA Proposal No. 07-1518
DESCRIPTION	Town of Surfside Traffic Workshop Implementation

TITLE	RATE	HOURS	COST
Associate Data Tech	$160.00	6	$960.00
Associate Planning	$160.00	11	$1,760.00
GIS Coordinator	$140.00	4	$560.00
GIS Specialist	$120.00	20	$2,400.00
GIS Technician	$95.00	12	$1,140.00
Project Manager IV	$140.00	42	$5,880.00
Traffic Technician	$85.00	14	$1,190.00
			$13,890.00

SUBCONSULTANTS	COST

LABOR SUBTOTAL	**$13,890.00**
REIMBURSABLE SUBTOTAL	**$694.50**
TOTAL	**$14,584.50**

Reviewed by: Gary L Word
Gary Word, Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	210.00
Executive Assistant	70.00
ENGINEERING	
Associate, Engineering (VI)	185.00
Director, Engineering (V)	160.00
Project Manager (IV)	140.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	95.00
Senior CADD Technician Manager	110.00
CADD Technician	90.00
Traffic Technician	85.00
Permit Administrator	85.00
Clerical	70.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	160.00
GIS Coordinator	140.00
GIS Specialist	120.00
Multi-Media 3D Developer	110.00
GIS Technician	95.00
Sr. Applications Developer	160.00
Applications Developer	130.00
Network Administrator	150.00
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IT Support Specialist	80.00
CONSTRUCTION	
Associate, Construction	160.00
Construction Management Director	130.00
Senior Inspector	95.00
Inspector	85.00
EMERGENCY MANAGEMENT	
Director	140.00
Planner	100.00
Jr. Planner	85.00

PLANNING	
Associate, Planning	160.00
Director of Planning	140.00
Planning Administrator	130.00
Assistant Director	120.00
Planner	100.00
Jr. Planner	85.00
EXPERT WITNESS	
Principal/Associate	325.00
Registered Engineer/Surveyor	275.00
Project Engineer	225.00
LANDSCAPE ARCHITECT	
Associate, Landscape	160.00
Senior Landscape Architect	125.00
Environmental Administrator	120.00
Landscape Architect	110.00
Environmental Specialist	100.00
Landscape CADD Technician	90.00
Environmental Assistant	80.00
SURVEYING	
Associate, Surveying	160.00
Senior Registered Surveyor	140.00
Survey Crew	130.00
Registered Surveyor	120.00
Survey Coordinator	100.00
CADD Technician	90.00
3D Laser Scanner	350.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	150.00
Sub-meter G.P.S	70.00
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	110.00
Environmental Scientist	95.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective January 1, 2008

Engineering
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Fax: 954.921.8807
www.calvin-giordano.com

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,027

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 6/12/08 **CGA PROJECT NUMBER** 08-1789

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
TRAFFIC MGNT	TRAFFIC MANAGEMENT PROGRAM WA#002	$12,253.50	$12,253.50
	BUDGET INCLUSIVE OF REIMBURSABLES. TOWN TO PAY TRAFFIC COUNT SUB CONSULTANT DIRECTLY OR TO BE CHARGED ADDDTIONAL TO CONTRACT.		
	NOTE: BUDGET REDUCED PREVIOUSLY APPROVED FOR $33,726.		
	(FY2008) 11/28/08	#31441	(7349.98)
	(FY2009) 11/28/08	#31759	(3414.27)
	(FY2009) 1/9/09	#31897	(280.00)
	DEPT. Transportation		
	ACCT. # 107-8500-549-3101	(FY2008)	
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.	(FY2009)	301-4400.541-3110
	DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly)

Gary L Word
Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

ATTACHMENT A

Date: September 22, 2008

Mr. Gary Word
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 002
Town of Surfside Traffic Management Program
CGA Proposal No. 08-1789

Dear Mr. Word,

Enclosed for your review and approval is Work Authorization No. 002 for Town of Surfside Traffic Management Program. The scope of the project includes Traffic Management Plan, Sign Inventory Plan, All-Way Stop Analysis, Circulation Analysis.

The Scope of Services to be furnished under this Work Authorization includes Surveying and Traffic Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $12,253.50.

Sincerely,

RECEIVED
SEP 24 2008

CALVIN, GIORDANO & ASSOCIATES, INC.

Shelley Eichner

Shelley Eichner, AICP
Vice President

Engineering
Construction Engineering & Inspection
Municipal Engineering
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calvin-giordano.com

TOWN OF SURFSIDE

Town of Surfside Traffic Management Program

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Engineering Services

A. Traffic Engineering

1. Roadway Signing and Pavement Marking Design

- As instructed by Miami-Dade County Traffic Engineering at the July 31, 2008 meeting, the Town will no longer be required to perform the detailed traffic analysis procedures outlined in the Miami-Dade County standards. As a follow-up, Miami-Dade County Traffic Engineering has required the following for final approval:

  - Adopted inter-local Agreement between the Town and Miami-Dade County

  - Letter of approval from Town of Surfside Police

  - Letter of approval from Fire Rescue

  - Roadway signing and marking plans along Abbott Avenue and Byron Avenue, signed and sealed by a registered professional engineer. This task will require a professional survey.

2. Speed Tables

- As part of this proposal, we will now correspond with a sub consultant that will provide prefabricated rubber speed tables. Speed tables are flat-topped speed humps and are generally long enough for the entire wheelbase of a passenger car to rest on top. The design of speed tables allows for more gradual slowing of vehicle speed than humps. This makes speed tables the ideal solution for roads with typical residential speed limits. Speed tables are the approved device with Miami-Dade County.

- The cost of the prefabricated speed tables from the sub consultant

will not be included as part of the cost of this proposal. However, the price quote is included as back-up to this proposal.

II. Professional Surveying Services

A. Specific Route Surveys in the Town of Surfside on the following streets:

1. Abbott Avenue From: The North side of 95th Street North to the South side of 96th Street.

2. Byron Avenue From: The North side of 95th Street North to the South side of 96th Street.

3. The scope of work is as follows:

- Locate all driveway and/or curb cuts with elevations.
- Locate all Storm/Sewer drains with elevations on rims of drains.
- Locate pavement stripping and current speed bumps.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $11,670.00 plus reimbursables at $583.50 with a total not to exceed amount of $12,253.50. Payments to be made monthly.

3. SUBMITTED

Submitted by: Shelley Eichner Date: 9/22/08
Shelley Eichner, AICP

4. APPROVAL

Approved by: Gary L. Word Date: 10/13/08
Gary Word, Town Manager

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	002
PROJECT NAME	Town of Surfside Traffic Management Program CGA Proposal No. 08-1789
DESCRIPTION	Traffic Management Plan, Sign Inventory Plan, All-Way Stop Analysis, Circulation Analysis

TITLE	RATE	HOURS/UNITS	COST
Associate Engineering VI	$185.00	2	$370.00
Associate Planning	$160.00	16	$2,560.00
Project Engineer III	$120.00	24	$2,880.00
Project Manager IV	$140.00	16	$2,240.00
Sr. Registered Surveyor	$140.00	3	$420.00
Survey CADD Technician	$90.00	8	$720.00
Survey Coordinator	$100.00	4	$400.00
Survey Crew	$130.00	16	$2,080.00
Traffic Technician	$85.00	0	$0.00
			$11,670.00

SUB-CONSULTANTS	COST
Traffic Count Consultant	$0.00
	$0.00

LABOR SUBTOTAL	**$11,670.00**
REIMBURSABLE SUBTOTAL	**$583.50**
TOTAL	**$12,253.50**

Reviewed by: _____
Gary Word, Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

PROFESSIONAL FEE SCHEDULE

Principal	210.00
Executive Assistant	70.00
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Associate, Engineering (VI)	185.00
Director, Engineering (V)	160.00
Project Manager (IV)	140.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	95.00
Senior CADD Technician Manager	110.00
CADD Technician	90.00
Traffic Technician	85.00
Permit Administrator	85.00
Clerical	70.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	160.00
GIS Coordinator	140.00
GIS Specialist	120.00
Multi-Media 3D Developer	110.00
GIS Technician	95.00
Sr. Applications Developer	160.00
Applications Developer	130.00
Network Administrator	150.00
System Support Specialist	110.00
IT Support Specialist	80.00
CONSTRUCTION	
Associate, Construction	160.00
Construction Management Director	130.00
Senior Inspector	95.00
Inspector	85.00
EMERGENCY MANAGEMENT	
Director	140.00
Planner	100.00
Jr. Planner	85.00

PLANNING	
Associate, Planning	160.00
Director of Planning	140.00
Planning Administrator	130.00
Assistant Director	120.00
Planner	100.00
Jr. Planner	85.00
EXPERT WITNESS	
Principal/Associate	325.00
Registered Engineer/Surveyor	275.00
Project Engineer	225.00
LANDSCAPE ARCHITECT	
Associate, Landscape	160.00
Senior Landscape Architect	125.00
Environmental Administrator	120.00
Landscape Architect	110.00
Environmental Specialist	100.00
Landscape CADD Technician	90.00
Environmental Assistant	80.00
SURVEYING	
Associate, Surveying	160.00
Senior Registered Surveyor	140.00
Survey Crew	130.00
Registered Surveyor	120.00
Survey Coordinator	100.00
CADD Technician	90.00
3D Laser Scanner	350.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	150.00
Sub-meter G.P.S	70.00
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	110.00
Environmental Scientist	95.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-giordano.com

Effective January 1, 2008

Traffic Logix Inc.
3 Harriet Lane, Spring Valley, NY 10977
Tel: 1-866-915-6449 Fax: 1-866-995-6449

www.trafficlogix.com

Price Quote

NUMBER
1357

DATE
9/4/2008

SOLD TO	SHIP TO
Orlando Andrade	**Orlando Andrade**
Calvin, Giordano & Associates	**Calvin, Giordano & Associates**
Surfside, FL	**Surfside, FL**
Tel: (541) 504-3433	**Tel: (541) 504-3433**
oandrade@calvin-giordano.com	**oandrade@calvin-giordano.com**

Quote valid until 10/04/08

CUSTOMER NUMBER	CUSTOMER ORDER	SALES REP	
CGA005	1357	Rico Berloni	1% 10 days
DATE ORDERED	**SHIP VIA**	**FOB**	**TERMS**
9/4/2008	GRND		Net 30

All quotes assume customers have a forklift and a loading dock

LINE	QUANTITY Ordered	Shipped	BO	PART NUMBER	DESCRIPTION	WHS	UNIT PRICE	EXTENSION
01	2				**Speed Table 21' x 3" x 24' wide**		$7,620.00	$15,240.00
	4			LSH03 Y	Left End Cap 0" to 3" YELLOW			
	4			RSH03 Y	Right End Cap 0" to 3" YELLOW			
	56			MSH03 Y	Middle Taper 0" to 3" YELLOW			
	8			LSH33 Y	Left End Cap 3" to 3" YELLOW			
	8			RSH33 Y	Right End Cap 3" to 3" YELLOW			
	112			MSH33 Y	Middle Taper 3" to 3" YELLOW			
	1200				Bolt and plastic anchors		N/C	N/C
					Includes all installation materials, booking fee and Freight to: **Surfside, FL**			$1,829.00
					Total			$17,069.00
					Two year limited warrranty			

CGA
Proj #
08-1789

RESOLUTION NO. 1841

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION FROM CALVIN GIORDANO & ASSOCIATES, INC FOR THE PROVISION OF A TRAFFIC MANAGEMENT PROGRAM; RE-APPROPRIATING FUNDS WITHIN THE TRANSPORTATION FUND; PROVIDING FOR APPROVAL OF THE WORK AUTHORIZATION; AMENDING THE TOWN'S BUDGET FOR FISCAL YEAR 2007-2008 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission has previously approved a Community Services-Streets, Rights-of-way and facilities contract with Calvin Giordano & Associates, Inc.("CGA"); and

WHEREAS, CGA has submitted a proposed Work Authorization (No. 02) to perform a Traffic Management Program Report for the Town which will include a Speed Hump Analysis and final report summarizing recommendations; and

WHEREAS, execution of the Work Authorization will require re-appropriation of Funds within the Transportation Fund; and

WHEREAS, in accordance with Section 62 of the Town Charter, the Town Commission may during the Fiscal Year make appropriation amendments to the Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Work Authorization Approved.** That CGA Work Authorization No. 002, in substantially the form attached hereto as Exhibit "A" is hereby approved, and the Town Manager is hereby authorized to execute the Work Authorization, on behalf of the Town.

Section 3. **Budget Amendment**. In accordance with Section 62 of the Town Charter and the Budget adopted as Exhibit "A" of Resolution No. 07-1782 is amended as shown in Exhibit "B".

Section 4. **Implementation.** That the Town Manager is hereby authorized to take any and all action necessary to implement this Resolution and the work authorization in accordance with the terms, conditions and purposes of this Resolution.

Section 5. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and **ADOPTED** on this 10th day of June 2008.

Charles W. Burkett, Mayor

Attest:

Beatris M. Arguelles, CMC
Town Clerk

APPROVED AND TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,028

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER _____ **DATE APPROVED** 6/12/08 _____ **CGA PROJECT NUMBER** 08-1876

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
STOP SIGN ANALYSIS	STOP SIGN TRAFFIC ANALYSIS WA#007	$53,739.00	$53,739.00
	BUDGET INCLUSIVE OF REIMBURSABLES (FY2008) 12/12/08	#31442	(4,725.00)
	(FY2009) 12/12/08	#31760	(20,857.70)
	1/9/09	#31898	(4,130.00)
	3/20/09	#33868	(3,190.00)
	6/5/09	#33493	(3,640.00)
	7/24/09	#33046	(3,382.19)
	7/24/09	#33606	(980.00)
	8/13/09	#33868	(5386.56)
	8/18/09	#32903	(5,375.00)
	8/31/09	#34200	(1960.00)
	10/15/09	#34455	(112.50)
	DEPT. Public Works		Budget transfer pending MDS
	ACCT. # 07-08 - 107-8500-549-6411 (#4,725.00) 08-09 - 301-4400-541-3110 (49,014)		
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.		
	DEPARTMENT HEAD		Remaining .05

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly)

Town Manager

Martin Sherwood

From: James Spinks [JSpinks@calvin-giordano.com]
Sent: Tuesday, December 02, 2008 1:16 PM
To: Fernando Rodriguez
Cc: Martin Sherwood; Gary Word; Jesus Cruz
Subject: RE: TRAFFIC DATA INVOICE

Fernando,

There are 3 work authorizations that have been previously approved. FTL traffic describes the department which the billing comes from. The actual work activity should match the task outlined within the work order for which it was billed.

Let me know if you have any further concerns.

Thanks,
JAMES E. SPINKS III, PE
Project Manager (Broward)
Transportation Engineering and Planning

From: Fernando Rodriguez [mailto:frodriguez@townofsurfsidefl.gov]
Sent: Tuesday, November 25, 2008 1:10 PM
To: James Spinks
Cc: Martin Sherwood; Gary Word
Subject: TRAFFIC DATA INVOICE

Hello James:

We are in receipt of invoice #31442 dated 10/24/08 where $4,725 is billed for "FTL Traffic" (12.06% of total $39,180 amount for that category). Te "Work Authorization" number (007) does not match the Traffic Mgmt Work Order 002 (not to exceed $12,253) dated 9/22 which was passed by the Commission at the Nov 10 meeting. That WA does specify traffic data collection and analysis, but we don't see a match on the WA's. Please clarify.

Thanks,

Fernando J. Rodriguez
Public Works Director
Tel:(305) 861-4863 Ext 235
Fax:(305) 861-1302

Martin Sherwood

From: James Spinks [JSpinks@calvin-giordano.com]
Sent: Wednesday, November 26, 2008 3:23 PM
To: Fernando Rodriguez
Cc: Martin Sherwood; Gary Word; Jesus Cruz
Subject: RE: TRAFFIC DATA INVOICE

Fernando,

I need to get with Jesus to figure this out. He will be back in on Monday.

Have a great Holiday.

Thanks.

JAMES E. SPINKS III, PE
Project Manager (Broward)
Transportation Engineering and Planning

From: Fernando Rodriguez [mailto:frodriguez@townofsurfsidefl.gov]
Sent: Tuesday, November 25, 2008 1:10 PM
To: James Spinks
Cc: Martin Sherwood; Gary Word
Subject: TRAFFIC DATA INVOICE

Hello James:

We are in receipt of invoice #31442 dated 10/24/08 where $4,725 is billed for "FTL Traffic" (12.06% of total $39,180 amount for that category). Te "Work Authorization" number (007) does not match the Traffic Mgmt Work Order 002 ("not to exceed $12,253) dated 9/22 which was passed by the Commission at the Nov 10 meeting. That WA does specify traffic data collection and analysis, but we don't see a match on the WA's. Please clarify.

Thanks,

Fernando J. Rodriguez
Public Works Director
Tel:(305) 861-4863 Ext 235
Fax:(305) 861-1302

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Rec. 08-1843

Date: May 22, 2008

Mr. Gary Word
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 007
Town of Surfside Stop Sign/Traffic Intrusion Analysis
CGA Proposal No. 08-1876

Dear Mr. Word,

Funding is appropriated within the FY 2007 Budget for Town of Surfside Stop Sign/Traffic Intrusion Analysis/Surfside.

Enclosed for your review and approval is Work Authorization No. 007 for the Town of Surfside Stop Sign/Traffic Intrusion Analysis. The scope of the project includes All-Way Stop Warrant Analysis/Traffic Intrusion Analysis.

The Scope of Services to be furnished under this Work Authorization includes Traffic Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $53,739.00.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Fort Lauderdale West Palm Beach Orlando Fort Pierce Homestead

Work will commence upon the City's execution of the Work Authorization. Should you have any questions concerning this matter, please feel free to contact me at your convenience.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Shelley Eichner

Shelley Eichner, AICP
Vice President

TOWN OF SURFSIDE

Town of Surfside Stop Sign/Traffic Intrusion Analysis

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Engineering Services

A. Traffic Engineering

1. All-Way Stop Analysis

- At the request of the Town Commission on April 8, 2008, 2-way to all-way stop conversions were requested for the interior residential intersections of Surfside. An multi-way stop analysis will be performed for the 2-way stop intersections within Surfside. After a preliminary analysis, the intersections will be prioritized and selected, with coordination between the Consultant and Town Staff. This analysis will follow the suggested guidelines in the Manual on Uniform Traffic Control Devices (MUTCD).

- We will prepare this multi-way stop warrant analysis to document the findings of field review, traffic data collection and crash data review (based upon 2005, 2006 and 2007).

- As described in the MUTCD, multi-way stop installations can be used as safety measure as some locations through a series of criteria. The MUTCD list three (3) minimum conditions for evaluation, as applicable:

- Warrant A: Interim measure for a warranted signal
- Warrant B: Crash Experience
- Minimum Traffic Volume

- Analysis of the traffic data collected and the evaluation of the applicable criteria described in the MUTCD typically form the primary basis for determining whether or not a multi-way stop is considered for installation at an intersection.

- The multi-way stop warrant analysis results will be summarized and recommendations will be documented in report format. This report with the appropriate application forms on behalf of the Town of Surfside will be forwarded to the Miami-Dade County Traffic Engineering Division for approval of installation of the approved stop signs.

- Final Deliverables

  - Two (2) hard copies of the report
  - Electronic copy of individual report and backup data (PDF)
  - Electronic copy of GIS files and/or maps, if developed

2. Traffic Intrusion Analysis

- A traffic Intrusion analysis will be performed for the entire Town of Surfside for installation of appropriate traffic calming devices. The analysis will consist of:

- Field observations
- Photographs
- Roadway inventory (number of lanes, lane width, arterial lengths, ect.)

- Using suggested traffic calming by the Miami-Dade County Traffic Management engineers, recommendations will be suggested at specific locations. The recommendations will be coordinated with the Miami-Dade County Traffic Engineering after approval from Town of Surfside staff and commission.

- Suggested traffic calming devices for which the traffic intrusion analysis will examine are listed, but not limited to:

  - Speed humps and/or tables
  - Neckdowns
  - Traffic circles
  - Half closures
  - Full closures
  - Channelization
  - Chicanes

- Chokers
- Lane narrowing
- Traffic narrowing
- Traffic medians
- Diverters
- Raised intersections

- The traffic intrusion analysis results will be summarized and recommendations will be documented in report format. This report will be submitted to the Town of Surfside for final approval of recommendations.

- Next Steps:

  - After final approval of the recommendations of the traffic intrusion analysis by Town staff and/or commission, study locations should be prioritized by Town staff and additional proposals for additional studies will be developed by the consultant so that the study results may be forwarded to the Miami-Dade County Traffic Engineering Division along with the appropriate forms and applications for approval.

  - *** PLEASE NOTE - NEXT STEPS ARE NOT PART OF THIS PROPOSAL ***

- Final Deliverables

- Two (2) hard copies of the report
- Electronic copies of the report and backup data (PDF)
- Electronic copy of GIS files and/or maps, if developed

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $51,180.00 plus reimbursables at $2,559.00 with a total not to exceed amount of $53,739.00. Payments to be made monthly.

3. SUBMITTED

Submitted by: Shelley Eichner Date: 5/22/08
Shelley Eichner, AICP

4. APPROVAL

Approved by: Gary L. Word Date: 6/12/08
Gary Word, Town Manager

Work Authorization No. 007
May 22, 2008
Calvin, Giordano & Associates, Inc. Proposal No. 08-1876

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	007
PROJECT NAME	Town of Surfside Stop Sign/Traffic Intrusion Analysis
	CGA Proposal No. 08-1876
DESCRIPTION	All-Way Stop Warrant Analysis/Traffic Intrusion Analysis

TITLE	RATE	HOURS	COST
Associate Planning	$160.00	32	$5,120.00
Project Engineer III	$120.00	80	$9,600.00
Project Manager IV	$140.00	148	$20,720.00
Traffic Technician	$85.00	44	$3,740.00
			$39,180.00

SUB-CONSULTANTS	COST
Traffic Count Consultant	$12,000.00
	$12,000.00

LABOR SUBTOTAL	**$51,180.00**
REIMBURSABLE SUBTOTAL	**$2,559.00**
TOTAL	**$53,739.00**

Reviewed by: Gary L Word
Gary Word, Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	210.00
Executive Assistant	70.00
ENGINEERING	
Associate, Engineering (VI)	185.00
Director, Engineering (V)	160.00
Project Manager (IV)	140.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	95.00
Senior CADD Technician Manager	110.00
CADD Technician	90.00
Traffic Technician	85.00
Permit Administrator	85.00
Clerical	70.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	160.00
GIS Coordinator	140.00
GIS Specialist	120.00
Multi-Media 3D Developer	110.00
GIS Technician	95.00
Sr. Applications Developer	160.00
Applications Developer	130.00
Network Administrator	150.00
System Support Specialist	110.00
IT Support Specialist	80.00
CONSTRUCTION	
Associate, Construction	160.00
Construction Management Director	130.00
Senior Inspector	95.00
Inspector	85.00
EMERGENCY MANAGEMENT	
Director	140.00
Planner	100.00
Jr. Planner	85.00

PLANNING	
Associate, Planning	160.00
Director of Planning	140.00
Planning Administrator	130.00
Assistant Director	120.00
Planner	100.00
Jr. Planner	85.00
EXPERT WITNESS	
Principal/Associate	325.00
Registered Engineer/Surveyor	275.00
Project Engineer	225.00
LANDSCAPE ARCHITECT	
Associate, Landscape	160.00
Senior Landscape Architect	125.00
Environmental Administrator	120.00
Landscape Architect	110.00
Environmental Specialist	100.00
Landscape CADD Technician	90.00
Environmental Assistant	80.00
SURVEYING	
Associate, Surveying	160.00
Senior Registered Surveyor	140.00
Survey Crew	130.00
Registered Surveyor	120.00
Survey Coordinator	100.00
CADD Technician	90.00
3D Laser Scanner	350.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	150.00
Sub-meter G.P.S	70.00
Soft Dig (per hole)	300.00
Utility Locates	200.00
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	110.00
Environmental Scientist	95.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective January 1, 2008

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
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Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

RESOLUTION NO. 1843

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION FROM CALVIN GIORDANO & ASSOCIATES, INC FOR THE PROVISION OF A STOP SIGN/TRAFFIC INTRUSION ANALYSIS; RE-APPROPRIATING FUNDS WITHIN THE TRANSPORTATION FUND; PROVIDING FOR APPROVAL OF THE WORK AUTHORIZATION; AMENDING THE TOWN'S BUDGET FOR FISCAL YEAR 2007-2008 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission has previously approved a Community Services-Streets, Rights-of-way and facilities contract with Calvin Giordano & Associates, Inc.("CGA"); and

WHEREAS, CGA has submitted a proposed Work Authorization (No. 007) to perform a Stop Sign/Traffic Intrusion Analysis Report for the Town; and

WHEREAS, execution of the Work Authorization will require re-appropriation of Funds within the Transportation Fund; and

WHEREAS, in accordance with Section 62 of the Town Charter, the Town Commission may during the Fiscal Year make appropriation amendments to the Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Work Authorization Approved.** That CGA Work Authorization No. 007, in substantially the form attached hereto as Exhibit "A" is hereby approved, and the Town Manager is hereby authorized to execute the Work Authorization, on behalf of the Town.

Section 3. **Budget Amendment**. In accordance with Section 62 of the Town Charter and the Budget adopted as Exhibit "A" of Resolution No. 07-1782 is amended as shown in Exhibit "B".

Section 4. **Implementation.** That the Town Manager is hereby authorized to take all action necessary to implement this Resolution and the work authorization in accordance with the terms, conditions and purposes of this Resolution.

Section 5. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and **ADOPTED** on this 10th day of June 2008.

Charles W. Burkett, Mayor

Attest:

Beatris M. Arguelles, CMC
Town Clerk

APPROVED AND TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

Resolution No. 08-1843

VII. **Public Hearings: Ordinances, Quasi Judicial items and Resolutions**:

A. **Charter Amendment – Eliminating Groups** (First reading) [TAB 2]

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN CHARTER TO ADD SECTION 8. "PRESIDING OFFICERS"; TO ELIMINATE REQUIREMENT FOR COMMISSIONERS TO RUN FROM GROUPS AND REQUIRE ONLY MAYOR TO RUN FROM A GROUP; AND TO AMEND SECTION 105 (5), "GENERAL AND SPECIAL ELECTION OF COMMISSION MEMBERS"; MAKING PROVISIONS IN THE EVENT OF A TIE FOR THE FIFTH COMMISSION SEAT; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO ELECTORS; PROVIDING FOR COPIES OF THIS CHARTER AMENDMENT TO BE AVAILABLE FOR PUBLIC INSPECTION; PROVIDING FOR THE TOWN CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR ADOPTION OF ENABLING RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

B. **Prohibiting the use of Public Parking for profit** (First reading) [TAB 3]

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA CREATING SECTION 74-45 TO BE INCLUDED IN THE TOWN OF SURFSIDE CODE OF ORDINANCES ENTITLED "USE OF PUBLIC PARKING FOR PROFIT PROHIBITED"; RESERVING SECTION 74-46 TO BE ENTITLED "VALET PARKING"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

C. **Traffic Management Analysis** [TAB 4]

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION FROM CALVIN GIORDANO & ASSOCIATES, INC FOR THE PROVISION OF A TRAFFIC MANAGEMENT PROGRAM; RE-APPROPRIATING FUNDS WITHIN THE TRANSPORTATION FUND; PROVIDING FOR APPROVAL OF THE WORK AUTHORIZATION; AMENDING THE TOWN'S BUDGET FOR FISCAL YEAR 2007-2008 AND PROVIDING FOR AN EFFECTIVE DATE.

D. **Signage Inventory** [TAB 5]

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION FROM CALVIN GIORDANO & ASSOCIATES, INC FOR THE PROVISION OF A SIGNAGE INVENTORY; RE-APPROPRIATING FUNDS WITHIN THE TRANSPORTATION FUND; PROVIDING FOR APPROVAL OF THE WORK AUTHORIZATION; AMENDING THE TOWN'S BUDGET FOR FISCAL YEAR 2007-2008 AND PROVIDING FOR AN EFFECTIVE DATE.

E. **Traffic Intrusion Analysis** [TAB 6]

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION FROM CALVIN GIORDANO & ASSOCIATES, INC FOR THE PROVISION OF A STOP SIGN/TRAFFIC INTRUSION ANALYSIS; RE-APPROPRIATING FUNDS WITHIN THE TRANSPORTATION FUND; PROVIDING FOR APPROVAL OF THE WORK AUTHORIZATION; AMENDING THE TOWN'S BUDGET FOR FISCAL YEAR 2007-2008 AND PROVIDING FOR AN EFFECTIVE DATE

F. **Intergovernmental Agreement for Fleet Maintenance and Repair Services** [TAB 7]

A RESOLUTION OF THE TOWN OF SURFSIDE AUTHORIZING AND DIRECTING THE TOWN MANAGER AND THE TOWN CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT FOR FLEET MAINTENANCE AND REPAIR SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

G. **Appointing Bond Counsel** [TAB 8]

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPOINTING THE LAW FIRM OF BRYANT MILLER OLIVE AS SPECIAL BOND COUNSEL; SETTING FORTH THE TERMS AND CONDITIONS OF THAT APPOINTMENT; PROVIDING FOR AN EFFECTIVE DATE

H. **Calling for a Special Election – Fire Board Opt-out** [TAB 9]

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, CALLING FOR A SPECIAL MUNICIPAL ELECTION TO BE HELD CONCURRENT WITH THE GENERAL COUNTYWIDE ELECTION AND PLACEMENT ON THE BALLOT OF A BALLOT QUESTION RELATING TO THE WITHDRAWAL FROM THE MIAMI-DADE FIRE RESCUE DISTRICT AND FOR THE RE-ESTABLISHMENT OF A TOWN FIRE DEPARTMENT BY

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

PO# Req. 08-1843

07/08 - 107-8500-549-6411
$ 4725.00

08/09 - 301-4400-541-3110
$ 49,014.00

Date: May 22, 2008

Mr. Gary Word
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 007
Town of Surfside Stop Sign/Traffic Intrusion Analysis
CGA Proposal No. 08-1876

Dear Mr. Word,

Funding is appropriated within the FY 2007 Budget for Town of Surfside Stop Sign/Traffic Intrusion Analysis/Surfside.

Enclosed for your review and approval is Work Authorization No. 007 for the Town of Surfside Stop Sign/Traffic Intrusion Analysis. The scope of the project includes All-Way Stop Warrant Analysis/Traffic Intrusion Analysis.

The Scope of Services to be furnished under this Work Authorization includes Traffic Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $53,739.00.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
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Planning
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Data Technologies & Development
Emergency Management Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Fort Lauderdale West Palm Beach Orlando Fort Pierce Homestead

Work will commence upon the City's execution of the Work Authorization. Should you have any questions concerning this matter, please feel free to contact me at your convenience.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Shelley Eichner

Shelley Eichner, AICP
Vice President

TOWN OF SURFSIDE

Town of Surfside Stop Sign/Traffic Intrusion Analysis

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Engineering Services

A. Traffic Engineering

1. All-Way Stop Analysis

- At the request of the Town Commission on April 8, 2008, 2-way to all-way stop conversions were requested for the interior residential intersections of Surfside. An multi-way stop analysis will be performed for the 2-way stop intersections within Surfside. After a preliminary analysis, the intersections will be prioritized and selected, with coordination between the Consultant and Town Staff. This analysis will follow the suggested guidelines in the Manual on Uniform Traffic Control Devices (MUTCD).

- We will prepare this multi-way stop warrant analysis to document the findings of field review, traffic data collection and crash data review (based upon 2005, 2006 and 2007).

- As described in the MUTCD, multi-way stop installations can be used as safety measure as some locations through a series of criteria. The MUTCD list three (3) minimum conditions for evaluation, as applicable:

- Warrant A: Interim measure for a warranted signal
- Warrant B: Crash Experience
- Minimum Traffic Volume

- Analysis of the traffic data collected and the evaluation of the applicable criteria described in the MUTCD typically form the primary basis for determining whether or not a multi-way stop is considered for installation at an intersection.

- The multi-way stop warrant analysis results will be summarized and recommendations will be documented in report format. This report with the appropriate application forms on behalf of the Town of Surfside will be forwarded to the Miami-Dade County Traffic Engineering Division for approval of installation of the approved stop signs.

- Final Deliverables

  - Two (2) hard copies of the report
  - Electronic copy of individual report and backup data (PDF)
  - Electronic copy of GIS files and/or maps, if developed

2. Traffic Intrusion Analysis

- A traffic Intrusion analysis will be performed for the entire Town of Surfside for installation of appropriate traffic calming devices. The analysis will consist of:

- Field observations
- Photographs
- Roadway inventory (number of lanes, lane width, arterial lengths, ect.)

- Using suggested traffic calming by the Miami-Dade County Traffic Management engineers, recommendations will be suggested at specific locations. The recommendations will be coordinated with the Miami-Dade County Traffic Engineering after approval from Town of Surfside staff and commission.

- Suggested traffic calming devices for which the traffic intrusion analysis will examine are listed, but not limited to:

  - Speed humps and/or tables
  - Neckdowns
  - Traffic circles
  - Half closures
  - Full closures
  - Channelization
  - Chicanes

- Chokers
- Lane narrowing
- Traffic narrowing
- Traffic medians
- Diverters
- Raised intersections

- The traffic intrusion analysis results will be summarized and recommendations will be documented in report format. This report will be submitted to the Town of Surfside for final approval of recommendations.

- Next Steps:

  - After final approval of the recommendations of the traffic intrusion analysis by Town staff and/or commission, study locations should be prioritized by Town staff and additional proposals for additional studies will be developed by the consultant so that the study results may be forwarded to the Miami-Dade County Traffic Engineering Division along with the appropriate forms and applications for approval.

  - *** PLEASE NOTE - NEXT STEPS ARE NOT PART OF THIS PROPOSAL ***

- Final Deliverables

- Two (2) hard copies of the report
- Electronic copies of the report and backup data (PDF)
- Electronic copy of GIS files and/or maps, if developed

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $51,180.00 plus reimbursables at $2,559.00 with a total not to exceed amount of $53,739.00. Payments to be made monthly.

3. SUBMITTED

Submitted by: Shelley Eichner Date: 5/22/08
Shelley Eichner, AICP

4. APPROVAL

Approved by: Gary L. Word Date: 6/12/08
Gary Word, Town Manager

Work Authorization No. 007
May 22, 2008
Calvin, Giordano & Associates, Inc. Proposal No. 08-1876

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	007
PROJECT NAME	Town of Surfside Stop Sign/Traffic Intrusion Analysis CGA Proposal No. 08-1876
DESCRIPTION	All-Way Stop Warrant Analysis/Traffic Intrusion Analysis

TITLE	RATE	HOURS	COST
Associate Planning	$160.00	32	$5,120.00
Project Engineer III	$120.00	80	$9,600.00
Project Manager IV	$140.00	148	$20,720.00
Traffic Technician	$85.00	44	$3,740.00
			$39,180.00

SUBCONSULTANTS	COST
Traffic Count Consultant	$12,000.00
	$12,000.00

LABOR SUBTOTAL	**$51,180.00**
REIMBURSABLE SUBTOTAL	**$2,559.00**
TOTAL	**$53,739.00**

Reviewed by: Gary L. Word
Gary Word, Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

PROFESSIONAL FEE SCHEDULE

Principal	210.00
Executive Assistant	70.00
ENGINEERING	
Associate, Engineering (VI)	185.00
Director, Engineering (V)	160.00
Project Manager (IV)	140.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	95.00
Senior CADD Technician Manager	110.00
CADD Technician	90.00
Traffic Technician	85.00
Permit Administrator	85.00
Clerical	70.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	160.00
GIS Coordinator	140.00
GIS Specialist	120.00
Multi-Media 3D Developer	110.00
GIS Technician	95.00
Sr. Applications Developer	160.00
Applications Developer	130.00
Network Administrator	150.00
System Support Specialist	110.00
IT Support Specialist	80.00
CONSTRUCTION	
Associate, Construction	160.00
Construction Management Director	130.00
Senior Inspector	95.00
Inspector	85.00
EMERGENCY MANAGEMENT	
Director	140.00
Planner	100.00
Jr. Planner	85.00

PLANNING	
Associate, Planning	160.00
Director of Planning	140.00
Planning Administrator	130.00
Assistant Director	120.00
Planner	100.00
Jr. Planner	85.00
EXPERT WITNESS	
Principal/Associate	325.00
Registered Engineer/Surveyor	275.00
Project Engineer	225.00
LANDSCAPE ARCHITECT	
Associate, Landscape	160.00
Senior Landscape Architect	125.00
Environmental Administrator	120.00
Landscape Architect	110.00
Environmental Specialist	100.00
Landscape CADD Technician	90.00
Environmental Assistant	80.00
SURVEYING	
Associate, Surveying	160.00
Senior Registered Surveyor	140.00
Survey Crew	130.00
Registered Surveyor	120.00
Survey Coordinator	100.00
CADD Technician	90.00
3D Laser Scanner	350.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	150.00
Sub-meter G.P.S	70.00
Soft Dig (per hole)	300.00
Utility Locates	200.00
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	110.00
Environmental Scientist	95.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective January 1, 2008

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

RESOLUTION NO. 1843

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION FROM CALVIN GIORDANO & ASSOCIATES, INC FOR THE PROVISION OF A STOP SIGN/TRAFFIC INTRUSION ANALYSIS; RE-APPROPRIATING FUNDS WITHIN THE TRANSPORTATION FUND; PROVIDING FOR APPROVAL OF THE WORK AUTHORIZATION; AMENDING THE TOWN'S BUDGET FOR FISCAL YEAR 2007-2008 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission has previously approved a Community Services-Streets, Rights-of-way and facilities contract with Calvin Giordano & Associates, Inc.("CGA"); and

WHEREAS, CGA has submitted a proposed Work Authorization (No. 007) to perform a Stop Sign/Traffic Intrusion Analysis Report for the Town; and

WHEREAS, execution of the Work Authorization will require re-appropriation of Funds within the Transportation Fund; and

WHEREAS, in accordance with Section 62 of the Town Charter, the Town Commission may during the Fiscal Year make appropriation amendments to the Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Work Authorization Approved.** That CGA Work Authorization No. 007, in substantially the form attached hereto as Exhibit "A" is hereby approved, and the Town Manager is hereby authorized to execute the Work Authorization, on behalf of the Town.

Section 3. **Budget Amendment**. In accordance with Section 62 of the Town Charter and the Budget adopted as Exhibit "A" of Resolution No. 07-1782 is amended as shown in Exhibit "B".

Section 4. **Implementation.** That the Town Manager is hereby authorized to take all action necessary to implement this Resolution and the work authorization in accordance with the terms, conditions and purposes of this Resolution.

Section 5. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and **ADOPTED** on this 10th day of June 2008.

Charles W. Burkett, Mayor

Attest:

Beatris M. Arguelles, CMC
Town Clerk

APPROVED AND TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

Resolution No. 08-1843

VII. **Public Hearings: Ordinances, Quasi Judicial items and Resolutions**:

A. **Charter Amendment – Eliminating Groups** (First reading) [TAB 2]

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN CHARTER TO ADD SECTION 8. "PRESIDING OFFICERS"; TO ELIMINATE REQUIREMENT FOR COMMISSIONERS TO RUN FROM GROUPS AND REQUIRE ONLY MAYOR TO RUN FROM A GROUP; AND TO AMEND SECTION 105 (5), "GENERAL AND SPECIAL ELECTION OF COMMISSION MEMBERS"; MAKING PROVISIONS IN THE EVENT OF A TIE FOR THE FIFTH COMMISSION SEAT; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO ELECTORS; PROVIDING FOR COPIES OF THIS CHARTER AMENDMENT TO BE AVAILABLE FOR PUBLIC INSPECTION; PROVIDING FOR THE TOWN CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR ADOPTION OF ENABLING RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

B. **Prohibiting the use of Public Parking for profit** (First reading) [TAB 3]

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA CREATING SECTION 74-45 TO BE INCLUDED IN THE TOWN OF SURFSIDE CODE OF ORDINANCES ENTITLED "USE OF PUBLIC PARKING FOR PROFIT PROHIBITED"; RESERVING SECTION 74-46 TO BE ENTITLED "VALET PARKING"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

C. **Traffic Management Analysis** [TAB 4]

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION FROM CALVIN GIORDANO & ASSOCIATES, INC FOR THE PROVISION OF A TRAFFIC MANAGEMENT PROGRAM; RE-APPROPRIATING FUNDS WITHIN THE TRANSPORTATION FUND; PROVIDING FOR APPROVAL OF THE WORK AUTHORIZATION; AMENDING THE TOWN'S BUDGET FOR FISCAL YEAR 2007-2008 AND PROVIDING FOR AN EFFECTIVE DATE.

D. **Signage Inventory** [TAB 5]

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION FROM CALVIN GIORDANO & ASSOCIATES, INC FOR THE PROVISION OF A SIGNAGE INVENTORY; RE-APPROPRIATING FUNDS WITHIN THE TRANSPORTATION FUND; PROVIDING FOR APPROVAL OF THE WORK AUTHORIZATION; AMENDING THE TOWN'S BUDGET FOR FISCAL YEAR 2007-2008 AND PROVIDING FOR AN EFFECTIVE DATE.

E. **Traffic Intrusion Analysis** [TAB 6]

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION FROM CALVIN GIORDANO & ASSOCIATES, INC FOR THE PROVISION OF A STOP SIGN/TRAFFIC INTRUSION ANALYSIS; RE-APPROPRIATING FUNDS WITHIN THE TRANSPORTATION FUND; PROVIDING FOR APPROVAL OF THE WORK AUTHORIZATION; AMENDING THE TOWN'S BUDGET FOR FISCAL YEAR 2007-2008 AND PROVIDING FOR AN EFFECTIVE DATE

F. **Intergovernmental Agreement for Fleet Maintenance and Repair Services** [TAB 7]

A RESOLUTION OF THE TOWN OF SURFSIDE AUTHORIZING AND DIRECTING THE TOWN MANAGER AND THE TOWN CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT FOR FLEET MAINTENANCE AND REPAIR SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

G. **Appointing Bond Counsel** [TAB 8]

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPOINTING THE LAW FIRM OF BRYANT MILLER OLIVE AS SPECIAL BOND COUNSEL; SETTING FORTH THE TERMS AND CONDITIONS OF THAT APPOINTMENT; PROVIDING FOR AN EFFECTIVE DATE

H. **Calling for a Special Election – Fire Board Opt-out** [TAB 9]

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, CALLING FOR A SPECIAL MUNICIPAL ELECTION TO BE HELD CONCURRENT WITH THE GENERAL COUNTYWIDE ELECTION AND PLACEMENT ON THE BALLOT OF A BALLOT QUESTION RELATING TO THE WITHDRAWAL FROM THE MIAMI-DADE FIRE RESCUE DISTRICT AND FOR THE RE-ESTABLISHMENT OF A TOWN FIRE DEPARTMENT BY

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,058

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER	2008-1813	DATE APPROVED	2/26/08	CGA PROJECT NUMBER 07-1132

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
INFORMATION TECHNOLOGIES	INFORMATION TECHNOLOGY SERVICES AS SPECIFIED ON PROPOSAL NUMBER 07-1132 FY11 • PROVIDE FULL TIME INFORMATION TECHNOLOGIES EMPLOYEE TO TOWN ON SITE TO MAINTAIN IT INFRASTUCTURE • USER SUPPORT • FILE BACK-UP • NETWORK FILE SHARING • SERVER MAINTENANCE • E-MAIL SUPPORT FY11 BUDGET: $4,291.66@ 12 MOS REPLACES PO# 100,043 FY2010		$51,499.92

C DEPT. FINANCE

4,291.66 × ACCT. # 001-2100-513-3410

12. =

51,499.92 *

CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.

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0.00G+

DEPARTMENT HEAD

D Eastman 1/12/11

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Town Manager

PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,043

FY2010

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER	2008-1813	DATE APPROVED	2/26/08	CGA PROJECT NUMBER 07-1132

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
INFORMATION TECHNOLOGIES	INFORMATION TECHNOLOGY SERVICES AS SPECIFIED ON PROPOSAL NUMBER 07-1132 FY10		$51,312.42
	• PROVIDE FULL TIME INFORMATION TECHNOLOGIES EMPLOYEE TO TOWN ON SITE TO MAINTAIN IT INFRASTUCTURE	10/31/2009	(4,166.66)
	• USER SUPPORT	11/30/09	(4,229.16)
	• FILE BACK-UP	12/31/09	(4,291.66)
	• NETWORK FILE SHARING	1/31/10	(4,291.66)
	• SERVER MAINTENANCE	2/28/10	(4,291.66)
	• E-MAIL SUPPORT	3/31/10	(4,291.66)
	FY10 BUDGET: $4,166.66@ 1.5 MOS $4,291.66@10.5 MOS	4/30/10	(4,291.66)
		5/31/10	(4,291.66)
	REPLACES PO# 100,014	6/30/10	(4,291.66)
		7/31/10	(4,291.66)
		8/31/10	(4,291.66)
	DEPT. Finance		
	ACCT. # 001-2100-513-3410		Funds available FY2010
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary K Cass
Town Manager

PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,014

FY2009

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER	2008-1813	DATE APPROVED	2/26/08	CGA PROJECT NUMBER 07-1132

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
INFORMATION TECHNOLOGIES	INFORMATION TECHNOLOGY SERVICES AS SPECIFIED ON PROPOSAL NUMBER 07-1132	$4,166.67	$50,000.00
	• PROVIDE FULL TIME INFORMATION TECHNOLOGIES EMPLOYEE TO TOWN ON SITE TO MAINTAIN IT INFRASTUCTURE	11/28/08 #31749	(4166.66)
		1/9/09 #31885	(4641.41)
	• USER SUPPORT	3/20/09 #32112	(4,166.66)
	• FILE BACK-UP	4/17/09 #32895	(4,166.74)
	• NETWORK FILE SHARING	5/15/09 #33036	(4,166.66)
	• SERVER MAINTENANCE	6/5/09 #33484	(4,166.66)
	• E-MAIL SUPPORT	7/24/09 #33599	(4,166.66)
		7/31/09 #33862	(4,166.66)
		8/31/09 #34192	(4,166.66)*
		10/15/09 #34447	(4,166.66)
		10/15/09 #34855	(4,166.66)
	DEPT. Executive		
	ACCT. # 001-2000-512-3102 (FY2008)		
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. (FY2009) 001-2100-513-3410		
	DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L Word
Town Manager

IT Services
(GA Project #5
07-1132

RESOLUTION NO. 2008-1813

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AGREEMENT FOR INFORMATION TECHNOLOGIES SERVICES ("IT SERVICES") BETWEEN THE TOWN AND CALVIN, GIORANO AND ASSOCIATES, INC., PROVIDING FOR IMPLEMENTATION OF AGREEMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") is in need of a qualified firm to provide Information Technologies Services ("IT Services") to the Town; and

WHEREAS, pursuant Section 3.12 of the Town Code of Ordinances, the Town Manager has recommended to the Town Commission that it is in the Town's best interest to waive the Town's competitive bidding procedures and to select Calvin, Giordano & Associates, Inc. ("Consultant") to perform the aforementioned services as an independent contractor to Town; and

WHEREAS, the Town Commission has agreed to select Consultant to perform the aforementioned services; and

WHEREAS, Consultant, performs these services for many governmental entities, including other municipalities, and has offered to provide high-level services to the Town for a reasonable cost; and

WHEREAS, the TOWN and Consultant desire to enter into an agreement setting forth the terms and conditions upon which the aforementioned IT Services will be provided by Consultant ("Agreement").

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Agreement Approved.** That the Agreement, in substantially the form attached hereto, between the Town and Consultant is hereby approved, and the Town Mayor is hereby authorized to execute the Agreement, on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

Section 3. **Implementation.** That the Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution and the Agreement in accordance with the terms, conditions and purposes of this Resolution and the Agreement.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and **ADOPTED** on this 26th day of February, 2008.

Charles W. Burkett, Mayor

Attest:

Beatris M. Arguelles, CMC
Town Clerk

APPROVED AND TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

AGREEMENT FOR

INFORMATION TECHNOLOGY SERVICES

BETWEEN

TOWN OF SURFSIDE, FLORIDA

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into this ____day of February, 2008, by and between the TOWN OF SURFSIDE, a Florida municipal corporation (the "TOWN"), and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation (the "CONSULTANT") (each a "Party", collectively, the "Parties").

WHEREAS, the TOWN is in need of a qualified firm to provide Information Technologies Services ("IT Services") to the TOWN; and

WHEREAS, pursuant Section 3.12 of the TOWN Code of Ordinances, the Town Manager has recommended to the Town Commission that it is in the Town's best interest to waive the TOWN's competitive bidding procedures and to select CONSULTANT to perform the aforementioned services as an independent contractor to TOWN; and

WHEREAS, the Town Commission has agreed to select CONSULTANT to perform the aforementioned services; and

WHEREAS, CONSULTANT, performs these services for many governmental entities, including other municipalities, and has offered to provide high-level services to the TOWN for a reasonable cost; and

WHEREAS, the TOWN and CONSULTANT desire to enter into an agreement setting forth the terms and conditions upon which the aforementioned IT Services will be provided by CONSULTANT.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. INCORPORATION, CONVENIENCE AND INTENT

The foregoing recitations are true and correct and are hereby incorporated by reference. As used in this Agreement, IT Services, shall mean all services that CONSULTANT is required to provide herein.

Res. 2008-1813

SECTION 2. SCOPE OF SERVICES

The CONSULTANT shall provide Information Technologies Services to the TOWN. CONSULTANT will staff a full-time IT professional at Town Hall during normal hours of operation. This position will be supplemented with additional staff as required, covering all aspects of Information Technologies and Network Infrastructures. CONSULTANT specifically agrees to perform the following services more fully described in CGA Proposal No. 07-1132 (the "Proposal") attached hereto as Exhibit "A": IT Assessment, End User/Desktop Support, File Backup, Network File Sharing, Network Print Sharing, Email, Procurement, Policy, Server Maintenance, and Broadcasting. To the extent that this Agreement Conflicts with the Proposal, this Agreement is controlling.

SECTION 3. FEES FOR SERVICES

3.1 CONSULTANT shall perform the Scope of Services for lump sump fee of FIFTY THOUSAND DOLLARS ($50,000.00) annually. CONSULTANT shall submit monthly invoices for compensation, but only after the services for which the invoices are submitted have been completed and shall submit with such invoice a detailed breakdown, indicating each task performed, person performing the work and time allocated to each task. This breakdown shall be supplied for all work performed by CONSULTANT, whether fixed fee or hourly.

3.2 Broadcasting services shall be billed at a flat rate of TWO HUNDRED DOLLARS ($200.00) per event, regardless of hours required.

3.3 The following are Additional Services which are not included in this Agreement and will be addressed in separate agreement.

3.3.1 Professional services required due to conditions differing from those itemized under the Scope of Services section of this Agreement or due to events beyond CONSULTANT's control.

3.3.2 Review of Data supplied by TOWN (i.e. GIS data sets, databases, Aerial images, etc.).

3.4 TOWN shall pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement.

3.5 Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONSULTANT. When the above reasons for

withholding payments are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by TOWN.

3.6 The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, postage, facsimile, courier services, mileage (at a rate approved by the TOWN), photo and reproduction services, fees paid to any governmental authority, renderings, models and mock-ups required by TOWN.

3.7 Preparation for and meeting attendance will be billed by CONSULTANT at a standard hourly rate of ONE HUNDRED AND FIFTY DOLLARS ($150).

SECTION 4. TERM/TERMINATION

4.1 TERM OF AGREEMENT – This Agreement shall commence on the date that it fully executed by all Parties and shall continue in full force and effect unless and until it is terminated as provided below.

4.2 TERMINATION – 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 other Party. Failure of TOWN to make payment to CONSULTANT in accordance with this Agreement shall be considered substantial nonperformance and give grounds for termination.

4.3 Upon termination, CONSULTANT shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. CONSULTANT shall also reasonably assist the TOWN and any replacement Consultants in the transition, including taking any acts necessary to allow the transfer of the GIS system.

4.4 In the event of termination, the CONSULANT shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

a. CONSULTANT has not performed services on a timely basis;
b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
c. CONSULTANT has failed to obtain the approval of the TOWN where required by this Agreement;

d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

5.2. In the event CONSULTANT fails to comply with the provisions of this Agreement, the TOWN may declare the CONSULTANT in default and notify the CONSULTANT in writing. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time, pursuant to Section 4 above, and its right for damages under Section 5.3.

5.3. In an Event of Default by the CONSULTANT, it shall be liable for all damages resulting from the default.

5.4. The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

SECTION 6. STATUS REPORTS AND UPDATES

On or before the first day of every month, CONSULTANT shall prepare and deliver to the Town Manager status reports showing the status of all pending work authorizations and projects related to this Agreement.

SECTION 7. HOURS OF OPERATION

CONSULTANT shall maintain fully staffed business hours equal to, but not less than, the Town's business hours of 8 AM to 5 PM, Monday through Friday, with the following holidays accepted:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

SECTION 8. POLICY OF NON-DISCRIMINATION

CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION 9. DRUG FREE WORKPLACE

CONSULTANT shall maintain a Drug Free Workplace.

SECTION 10. INDEPENDENT CONSULTANT

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

SECTION 11. ASSIGNMENT

Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the Town Manager.

SECTION 12. CONFLICTS OF INTEREST

12.1 CONSULTANT shall not perform any services for any private sector clients (including, but not limited to, developers, corporations, real estate investors, etc.) on projects within the jurisdictional boundaries of the TOWN.

12.2 CONSULTANT acknowledges that, in the course of performing the services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the TOWN and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to CONSULTANT or of which CONSULTANT may otherwise become aware are and shall be and remain the confidential information of the TOWN ("Confidential Information"), unless otherwise deemed "public" by law. The CONSULTANT will not use or disclose any information concerning a

recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. CONSULTANT further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the TOWN or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). CONSULTANT affirms that it will not disclose such information and that if it determines that there could be a conflict, or potential conflict of interest, CONSULTANT and/or its agents will immediately advise the Town Manager.

12.3 CONSULTANT shall not review or perform any services regarding any application made by any client of CONSULTANT, even if the services CONSULTANT performs for such client are unrelated to the TOWN. In such instance, CONSULTANT shall disclose the relationship immediately to the Town Manager, who may retain an alternate CONSULTANT for those services. If the services relate to a fixed fee service, the fees for the alternate CONSULTANT shall be deducted from the fixed fee paid to CONSULTANT.

12.4 Neither CONSULTANT nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

12.5 CONSULTANT shall immediately notify TOWN if any public records are requested of CONSULTANT and/or if issues are discovered by CONSULTANT that may adversely impact TOWN.

12.6 CONSULTANT further agrees to use best efforts to maintain open, honest and direct communication with the Town Manager and Town Attorney in the performance of services required pursuant to this Agreement.

SECTION 13. INDEMNIFICATION

13.1 CONSULTANT shall indemnify, defend and hold harmless TOWN, its officials, appointed officers, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there from, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONSULTANT, its officials, agents, employees or subcontractors in the performance of the services of CONSULTANT under this Agreement.

13.2 CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 14, Insurance.

13.3 CONSULTANT shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONSULTANT of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

SECTION 14. INSURANCE

14.1 CONSULTANT shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with the policy limits outlined below:

- Workers' Compensation Insurance – as required by law.
- Employer's Liability Insurance - $1,000,000 per occurrence.
- Professional Liability Insurance – $1,000,000 per occurrence, $5,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed $100,000.00 per claim.
- Automobile Liability Insurance - $500,000 per occurrence, $500,000 per accident for bodily injury and $500,000 per accident for property damage.

14.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Town Manager or designee prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, with financial ratings acceptable to the Town Manager. The TOWN shall be named as an additional insured on all insurance policies.

14.3 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

SECTION 15. REPRESENTATIVE OF TOWN AND CONSULTANT

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CONSULTANT designates Hector Perez as the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

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Whenever either Party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the Party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONSULTANT:

Dennis J. Giordano, President
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Telephone: (954) 921-7791
Facsimile: (954) 921-8807

FOR TOWN:

Pam Brangaccio, Interim Town Manager
Town of Surfside
9293 Harding Street
Surfside, Florida 33154
Telephone: (305) 993-1051
Facsimile: (305) 993-5097

With Copy to:

Lynn Dannheisser, Esq.
Town Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700

Coral Gables, FL 33134
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

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18.1 All aspects of GIS data development created by CONSULTANT will be property of the TOWN and will be given to the TOWN at the time of project completion.

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CONSULTANT shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

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Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

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SECTION 23. AUDIT AND INSPECTION RIGHTS

23.1 The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONSULTANT under this Agreement, audit, or cause to be audited, those books and records of CONSULTANT that are related to CONSULTANT's performance under this Agreement. CONSULTANT agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

23.2 The TOWN may, at reasonable times during the term hereof, inspect CONSULTANT's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONSULTANT under this Agreement conform to the terms of this Agreement. CONSULTANT shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

SECTION 24. WARRANTIES OF CONSULTANT

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 25. PUBLIC RECORDS

CONSULTANT understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN 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 by the TOWN.

SECTION 26. GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

SECTION 27. HEADINGS

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

SECTION 29. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the

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

SECTION 30. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

SECTION 31. BINDING AUTHORITY

Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

SECTION 32. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either Party.

SECTION 33. ENTIRE AGREEMENT

33.1 This Agreement and its attachments constitute the entire agreement between CONSULTANT and TOWN, and all negotiations and oral understandings between the parties are merged herein. In case of conflict between this Agreement and its attachments, this Agreement shall prevail.

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

SECTION 34. WAIVER

The waiver by either Party of any failure on the part of the other Party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement for IT Services on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission

action on the 26th day of Feb, 2008; and Dennis J. Giordano authorized to execute same

Attest:

Beatris M. Arguelles, Town Clerk

TOWN OF SURFSIDE

By: _____
Pam Brangaccio, Interim Town Manager

Date: _____

CALVIN GIORDANO & ASSOC.IATES, INC.

By: _____
Dennis J. Giordano, President

Date: _____

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE FLORIDA

Town Attorney

Lynn M. Dannheisser

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AGREEMENT FOR

INFORMATION TECHNOLOGY SERVICES

BETWEEN

TOWN OF SURFSIDE, FLORIDA

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into this 26th day of February, 2008, by and between the TOWN OF SURFSIDE, a Florida municipal corporation (the "TOWN"), and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation (the "CONSULTANT") (each a "Party", collectively, the "Parties").

WHEREAS, the TOWN is in need of a qualified firm to provide Information Technologies Services ("IT Services") to the TOWN; and

WHEREAS, pursuant Section 3.12 of the TOWN Code of Ordinances, the Town Manager has recommended to the Town Commission that it is in the Town's best interest to waive the TOWN's competitive bidding procedures and to select CONSULTANT to perform the aforementioned services as an independent contractor to TOWN; and

WHEREAS, the Town Commission has agreed to select CONSULTANT to perform the aforementioned services; and

WHEREAS, CONSULTANT, performs these services for many governmental entities, including other municipalities, and has offered to provide high-level services to the TOWN for a reasonable cost; and

WHEREAS, the TOWN and CONSULTANT desire to enter into an agreement setting forth the terms and conditions upon which the aforementioned IT Services will be provided by CONSULTANT.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. INCORPORATION, CONVENIENCE AND INTENT

The foregoing recitations are true and correct and are hereby incorporated by reference. As used in this Agreement, IT Services, shall mean all services that CONSULTANT is required to provide herein.

Res. 2008-1813

SECTION 2. SCOPE OF SERVICES

The CONSULTANT shall provide Information Technologies Services to the TOWN. CONSULTANT will staff a full-time IT professional at Town Hall during normal hours of operation. This position will be supplemented with additional staff as required, covering all aspects of Information Technologies and Network Infrastructures. CONSULTANT specifically agrees to perform the following services more fully described in CGA Proposal No. 07-1132 (the "Proposal") attached hereto as Exhibit "A": IT Assessment, End User/Desktop Support, File Backup, Network File Sharing, Network Print Sharing, Email, Procurement, Policy, Server Maintenance, and Broadcasting. To the extent that this Agreement Conflicts with the Proposal, this Agreement is controlling.

SECTION 3. FEES FOR SERVICES

3.1 CONSULTANT shall perform the Scope of Services for lump sump fee of FIFTY THOUSAND DOLLARS ($50,000.00) annually. CONSULTANT shall submit monthly invoices for compensation, but only after the services for which the invoices are submitted have been completed and shall submit with such invoice a detailed breakdown, indicating each task performed, person performing the work and time allocated to each task. This breakdown shall be supplied for all work performed by CONSULTANT, whether fixed fee or hourly.

3.2 Broadcasting services shall be billed at a flat rate of TWO HUNDRED DOLLARS ($200.00) per event, regardless of hours required.

3.3 The following are Additional Services which are not included in this Agreement and will be addressed in separate agreement.

3.3.1 Professional services required due to conditions differing from those itemized under the Scope of Services section of this Agreement or due to events beyond CONSULTANT's control.

3.3.2 Review of Data supplied by TOWN (i.e. GIS data sets, databases, Aerial images, etc.).

3.4 TOWN shall pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement.

3.5 Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONSULTANT. When the above reasons for

withholding payments are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by TOWN.

3.6 The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, postage, facsimile, courier services, mileage (at a rate approved by the TOWN), photo and reproduction services, fees paid to any governmental authority, renderings, models and mock-ups required by TOWN.

3.7 Preparation for and meeting attendance will be billed by CONSULTANT at a standard hourly rate of ONE HUNDRED AND FIFTY DOLLARS ($150).

SECTION 4. TERM/TERMINATION

4.1 TERM OF AGREEMENT – This Agreement shall commence on the date that it fully executed by all Parties and shall continue in full force and effect unless and until it is terminated as provided below.

4.2 TERMINATION – 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 other Party. Failure of TOWN to make payment to CONSULTANT in accordance with this Agreement shall be considered substantial nonperformance and give grounds for termination.

4.3 Upon termination, CONSULTANT shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. CONSULTANT shall also reasonably assist the TOWN and any replacement Consultants in the transition, including taking any acts necessary to allow the transfer of the GIS system.

4.4 In the event of termination, the CONSULANT shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

a. CONSULTANT has not performed services on a timely basis;
b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
c. CONSULTANT has failed to obtain the approval of the TOWN where required by this Agreement;

d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

5.2. In the event CONSULTANT fails to comply with the provisions of this Agreement, the TOWN may declare the CONSULTANT in default and notify the CONSULTANT in writing. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time, pursuant to Section 4 above, and its right for damages under Section 5.3.

5.3. In an Event of Default by the CONSULTANT, it shall be liable for all damages resulting from the default.

5.4. The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

SECTION 6. STATUS REPORTS AND UPDATES

On or before the first day of every month, CONSULTANT shall prepare and deliver to the Town Manager status reports showing the status of all pending work authorizations and projects related to this Agreement.

SECTION 7. HOURS OF OPERATION

CONSULTANT shall maintain fully staffed business hours equal to, but not less than, the Town's business hours of 8 AM to 5 PM, Monday through Friday, with the following holidays accepted:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. CONSULTANT further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the TOWN or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). CONSULTANT affirms that it will not disclose such information and that if it determines that there could be a conflict, or potential conflict of interest, CONSULTANT and/or its agents will immediately advise the Town Manager.

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Telephone: (954) 921-7791
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9293 Harding Street
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SECTION 23. AUDIT AND INSPECTION RIGHTS

23.1 The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONSULTANT under this Agreement, audit, or cause to be audited, those books and records of CONSULTANT that are related to CONSULTANT's performance under this Agreement. CONSULTANT agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

23.2 The TOWN may, at reasonable times during the term hereof, inspect CONSULTANT's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONSULTANT under this Agreement conform to the terms of this Agreement. CONSULTANT shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

SECTION 24. WARRANTIES OF CONSULTANT

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 25. PUBLIC RECORDS

CONSULTANT understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN 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 by the TOWN.

SECTION 26. GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

SECTION 27. HEADINGS

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

SECTION 29. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the

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

SECTION 30. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

SECTION 31. BINDING AUTHORITY

Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

SECTION 32. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either Party.

SECTION 33. ENTIRE AGREEMENT

33.1 This Agreement and its attachments constitute the entire agreement between CONSULTANT and TOWN, and all negotiations and oral understandings between the parties are merged herein. In case of conflict between this Agreement and its attachments, this Agreement shall prevail.

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

SECTION 34. WAIVER

The waiver by either Party of any failure on the part of the other Party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement for IT Services on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission

action on the 26th day of Feb, 2008; and Dennis J. Giordano authorized to execute same

Attest:

Beatris M. Arguelles, Town Clerk

TOWN OF SURFSIDE

By: Pam Brangaccio
Pam Brangaccio, Interim Town Manager

Date: 3-26-08

CALVIN GIORDANO & ASSOC.IATES, INC.

By:
Dennis J. Giordano, President

Date: 3-21-08

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE FLORIDA

Town Attorney

Lynn M. Dannheisser

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Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

February 7, 2008

Ms. Pam Brangaccio
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

RE: General Information Technology Services
CGA Proposal No. 07-1132

Dear Ms. Brangaccio,

We are pleased to submit this proposal for Professional Services on the above referenced project located in the City of Surfside.

The objective for Calvin, Giordano and Associates, Inc. is to provide Information Technologies Services to the Town of Surfside. CGA will staff a full-time IT professional at Town hall during normal hours of operation. This position will be supplemented with additional staff as required, covering all aspects of Information Technologies and Network Infrastructures.

I. Professional Data Technologies & Development Services

A. IT Assessment

1. Perform inventory and document all city owned hardware/software.
2. Assess the city's network infrastructure/security and document accordingly (Identify all network vulnerabilities).
3. Create summary of City's IT Assessment with recommended solutions.

B. End User/Desktop Support

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-giordano.com

Fort Lauderdale West Palm Beach Orlando Fort Pierce Homestead

1. Create/Delete user account for employees.

2. Change/Reset user passwords.

3. Troubleshoot all computer related issues.

4. Perform desktop Operating System updates and hot fixes using recommended software.

C. File Backup - utilizing recommended solutions for hardware and software

1. Create backup strategy for network shared files to include off-site storage & tape retention.

2. Perform backups on all network related files.

3. Maintain tape backup device.

D. Network File Sharing - utilizing recommended solutions for hardware and software

1. Create process for network file sharing on server.

2. Train users on proper file sharing methods.

E. Network Print Sharing

1. Configure all printers for network printing (if feasible).

2. Install network printers on user workstations.

F. Email

1. Configure exchange server to host City's email.

2. Recommend email archiving for compliance with state retention requirements.

3. Maintain exchange server.

G. Procurement

1. Act on behalf of the City for all technology purchases as requested by the Town Manager.

2. Hardware and software costs are not included under this contract.

H. Policy

1. Create and implement defined security policies for all City staff internally and remotely.

2. Create and implement email policies for all City staff.

I. Server Maintenance - utilizing recommended solutions for hardware and software

1. Perform monthly server updates to include firmware and operating system.

2. Replace all malfunction parts under warranty with manufacture.

J. Broadcasting

1. Broadcasting services are not included under this contract and will be billed at a flat rate on an event by event basis. (SEE BASIS OF PROPOSAL)

BASIS OF PROPOSAL

- Calvin, Giordano & Associates, Inc. will ensure that all consultants carry proper insurance, including professional liability insurance, if appropriate.
- This proposal is based as a yearly Lump Sum Fee to billed out on a monthly basis.

- Broadcasting Services are to be performed at a flat rate (per event). The flat rate for Broadcasting Services will be $200.00 per event, regardless of hours required.

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:

- 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.
- Review of Data supplied by the Client (i.e. GIS data sets, databases, Aerial images, etc.) required for integration into this project.

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 Data Technologies & Development Services**	**$50,000.00**
	Information Technology	
	General Information Technology Services	$50,000.00
	[illegible]	[illegible]

TERMS OF THE AGREEMENT

- All aspects of GIS data development created by Calvin, Giordano & Associates, Inc. will be property of the CLIENT and will given to the CLIENT at time of project completion.
- Calvin, Giordano & Associates, Inc. agrees to indemnify, hold harmless and, at CLIENT's option, defend or pay for an attorney selected by CLIENT, to defend CLIENT, 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 Calvin, Giordano & Associates, Inc.
- 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 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.
- 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.

Shelley Eichner

Shelley Eichner, AICP
Vice President

Cost of these services are $50,000.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: Shelley Eichner Date: 2/7/08
Name: Shelley Eichner, AICP
Title: Vice President

By: _____ Date: _____
Name: Ms. Pam Brangaccio
Title: Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	210.00
Executive Assistant	70.00
ENGINEERING	
Associate, Engineering (VI)	185.00
Director, Engineering (V)	160.00
Project Manager (IV)	140.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	95.00
Senior CADD Technician Manager	110.00
CADD Technician	90.00
Traffic Technician	85.00
Permit Administrator	85.00
Clerical	70.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	160.00
GIS Coordinator	140.00
GIS Specialist	120.00
Multi-Media 3D Developer	110.00
GIS Technician	95.00
Sr. Applications Developer	160.00
Applications Developer	130.00
Network Administrator	150.00
System Support Specialist	110.00
IT Support Specialist	80.00
CONSTRUCTION	
Associate, Construction	160.00
Construction Management Director	130.00
Senior Inspector	95.00
Inspector	85.00
EMERGENCY MANAGEMENT	
Director	140.00
Planner	100.00
Jr. Planner	85.00

PLANNING	
Associate, Planning	160.00
Director of Planning	140.00
Planning Administrator	130.00
Assistant Director	120.00
Planner	100.00
Jr. Planner	85.00
EXPERT WITNESS	
Principal/Associate	325.00
Registered Engineer/Surveyor	275.00
Project Engineer	225.00
LANDSCAPE ARCHITECT	
Associate, Landscape	160.00
Senior Landscape Architect	125.00
Environmental Administrator	120.00
Landscape Architect	110.00
Environmental Specialist	100.00
Landscape CADD Technician	90.00
Environmental Assistant	80.00
SURVEYING	
Associate, Surveying	160.00
Senior Registered Surveyor	140.00
Survey Crew	130.00
Registered Surveyor	120.00
Survey Coordinator	100.00
CADD Technician	90.00
3D Laser Scanner	350.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	150.00
Sub-meter G.P.S	70.00
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	110.00
Environmental Scientist	95.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective January 1, 2008

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-giordano.com

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,090

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER 2008-1813 **DATE APPROVED** 2/26/08 **CGA PROJECT NUMBER** 07-1132

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
INFORMATION TECHNOLOGIES	INFORMATION TECHNOLOGY SERVICES AS SPECIFIED ON PROPOSAL NUMBER 07-1132 FY12 • PROVIDE FULL TIME INFORMATION TECHNOLOGIES EMPLOYEE TO TOWN ON SITE TO MAINTAIN IT INFRASTUCTURE • USER SUPPORT • FILE BACK-UP • NETWORK FILE SHARING • SERVER MAINTENANCE • E-MAIL SUPPORT FY11 BUDGET: $4,291.66@ 12 MOS REPLACES PO# 100,058 DEPT. Town Clerk ACCT. # 001-2400-516-3410 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD		$51,499.92

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Town Manager

AGREEMENT FOR

INFORMATION TECHNOLOGY SERVICES

BETWEEN

TOWN OF SURFSIDE, FLORIDA

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into this 26th day of February, 2008, by and between the TOWN OF SURFSIDE, a Florida municipal corporation (the "TOWN"), and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation (the "CONSULTANT") (each a "Party", collectively, the "Parties").

WHEREAS, the TOWN is in need of a qualified firm to provide Information Technologies Services ("IT Services") to the TOWN; and

WHEREAS, pursuant Section 3.12 of the TOWN Code of Ordinances, the Town Manager has recommended to the Town Commission that it is in the Town's best interest to waive the TOWN's competitive bidding procedures and to select CONSULTANT to perform the aforementioned services as an independent contractor to TOWN; and

WHEREAS, the Town Commission has agreed to select CONSULTANT to perform the aforementioned services; and

WHEREAS, CONSULTANT, performs these services for many governmental entities, including other municipalities, and has offered to provide high-level services to the TOWN for a reasonable cost; and

WHEREAS, the TOWN and CONSULTANT desire to enter into an agreement setting forth the terms and conditions upon which the aforementioned IT Services will be provided by CONSULTANT.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. INCORPORATION, CONVENIENCE AND INTENT

The foregoing recitations are true and correct and are hereby incorporated by reference. As used in this Agreement, IT Services, shall mean all services that CONSULTANT is required to provide herein.

Res. 2008-1813

SECTION 2. SCOPE OF SERVICES

The CONSULTANT shall provide Information Technologies Services to the TOWN. CONSULTANT will staff a full-time IT professional at Town Hall during normal hours of operation. This position will be supplemented with additional staff as required, covering all aspects of Information Technologies and Network Infrastructures. CONSULTANT specifically agrees to perform the following services more fully described in CGA Proposal No. 07-1132 (the "Proposal") attached hereto as Exhibit "A": IT Assessment, End User/Desktop Support, File Backup, Network File Sharing, Network Print Sharing, Email, Procurement, Policy, Server Maintenance, and Broadcasting. To the extent that this Agreement Conflicts with the Proposal, this Agreement is controlling.

SECTION 3. FEES FOR SERVICES

3.1 CONSULTANT shall perform the Scope of Services for lump sump fee of FIFTY THOUSAND DOLLARS ($50,000.00) annually. CONSULTANT shall submit monthly invoices for compensation, but only after the services for which the invoices are submitted have been completed and shall submit with such invoice a detailed breakdown, indicating each task performed, person performing the work and time allocated to each task. This breakdown shall be supplied for all work performed by CONSULTANT, whether fixed fee or hourly.

3.2 Broadcasting services shall be billed at a flat rate of TWO HUNDRED DOLLARS ($200.00) per event, regardless of hours required.

3.3 The following are Additional Services which are not included in this Agreement and will be addressed in separate agreement.

3.3.1 Professional services required due to conditions differing from those itemized under the Scope of Services section of this Agreement or due to events beyond CONSULTANT's control.

3.3.2 Review of Data supplied by TOWN (i.e. GIS data sets, databases, Aerial images, etc.).

3.4 TOWN shall pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement.

3.5 Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONSULTANT. When the above reasons for

withholding payments are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by TOWN.

3.6 The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, postage, facsimile, courier services, mileage (at a rate approved by the TOWN), photo and reproduction services, fees paid to any governmental authority, renderings, models and mock-ups required by TOWN.

3.7 Preparation for and meeting attendance will be billed by CONSULTANT at a standard hourly rate of ONE HUNDRED AND FIFTY DOLLARS ($150).

SECTION 4. TERM/TERMINATION

4.1 TERM OF AGREEMENT – This Agreement shall commence on the date that it fully executed by all Parties and shall continue in full force and effect unless and until it is terminated as provided below.

4.2 TERMINATION – 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 other Party. Failure of TOWN to make payment to CONSULTANT in accordance with this Agreement shall be considered substantial nonperformance and give grounds for termination.

4.3 Upon termination, CONSULTANT shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. CONSULTANT shall also reasonably assist the TOWN and any replacement Consultants in the transition, including taking any acts necessary to allow the transfer of the GIS system.

4.4 In the event of termination, the CONSULANT shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

a. CONSULTANT has not performed services on a timely basis;
b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
c. CONSULTANT has failed to obtain the approval of the TOWN where required by this Agreement;

d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

5.2. In the event CONSULTANT fails to comply with the provisions of this Agreement, the TOWN may declare the CONSULTANT in default and notify the CONSULTANT in writing. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time, pursuant to Section 4 above, and its right for damages under Section 5.3.

5.3. In an Event of Default by the CONSULTANT, it shall be liable for all damages resulting from the default.

5.4. The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

SECTION 6. STATUS REPORTS AND UPDATES

On or before the first day of every month, CONSULTANT shall prepare and deliver to the Town Manager status reports showing the status of all pending work authorizations and projects related to this Agreement.

SECTION 7. HOURS OF OPERATION

CONSULTANT shall maintain fully staffed business hours equal to, but not less than, the Town's business hours of 8 AM to 5 PM, Monday through Friday, with the following holidays accepted:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

SECTION 8. POLICY OF NON-DISCRIMINATION

CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION 9. DRUG FREE WORKPLACE

CONSULTANT shall maintain a Drug Free Workplace.

SECTION 10. INDEPENDENT CONSULTANT

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

SECTION 11. ASSIGNMENT

Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the Town Manager.

SECTION 12. CONFLICTS OF INTEREST

12.1 CONSULTANT shall not perform any services for any private sector clients (including, but not limited to, developers, corporations, real estate investors, etc.) on projects within the jurisdictional boundaries of the TOWN.

12.2 CONSULTANT acknowledges that, in the course of performing the services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the TOWN and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to CONSULTANT or of which CONSULTANT may otherwise become aware are and shall be and remain the confidential information of the TOWN ("Confidential Information"), unless otherwise deemed "public" by law. The CONSULTANT will not use or disclose any information concerning a

recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. CONSULTANT further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the TOWN or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). CONSULTANT affirms that it will not disclose such information and that if it determines that there could be a conflict, or potential conflict of interest, CONSULTANT and/or its agents will immediately advise the Town Manager.

12.3 CONSULTANT shall not review or perform any services regarding any application made by any client of CONSULTANT, even if the services CONSULTANT performs for such client are unrelated to the TOWN. In such instance, CONSULTANT shall disclose the relationship immediately to the Town Manager, who may retain an alternate CONSULTANT for those services. If the services relate to a fixed fee service, the fees for the alternate CONSULTANT shall be deducted from the fixed fee paid to CONSULTANT.

12.4 Neither CONSULTANT nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

12.5 CONSULTANT shall immediately notify TOWN if any public records are requested of CONSULTANT and/or if issues are discovered by CONSULTANT that may adversely impact TOWN.

12.6 CONSULTANT further agrees to use best efforts to maintain open, honest and direct communication with the Town Manager and Town Attorney in the performance of services required pursuant to this Agreement.

SECTION 13. INDEMNIFICATION

13.1 CONSULTANT shall indemnify, defend and hold harmless TOWN, its officials, appointed officers, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there from, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONSULTANT, its officials, agents, employees or subcontractors in the performance of the services of CONSULTANT under this Agreement.

13.2 CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 14, Insurance.

13.3 CONSULTANT shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONSULTANT of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

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14.1 CONSULTANT shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with the policy limits outlined below:

- Workers' Compensation Insurance – as required by law.
- Employer's Liability Insurance - $1,000,000 per occurrence.
- Professional Liability Insurance – $1,000,000 per occurrence, $5,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed $100,000.00 per claim.
- Automobile Liability Insurance - $500,000 per occurrence, $500,000 per accident for bodily injury and $500,000 per accident for property damage.

14.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Town Manager or designee prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, with financial ratings acceptable to the Town Manager. The TOWN shall be named as an additional insured on all insurance policies.

14.3 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

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CONSULTANT designates Hector Perez as the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

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Whenever either Party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the Party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice:

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Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Telephone: (954) 921-7791
Facsimile: (954) 921-8807

FOR TOWN:

Pam Brangaccio, Interim Town Manager
Town of Surfside
9293 Harding Street
Surfside, Florida 33154
Telephone: (305) 993-1051
Facsimile: (305) 993-5097

With Copy to:

Lynn Dannheisser, Esq.
Town Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700

Coral Gables, FL 33134
Telephone: (305) 854-0800
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23.1 The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONSULTANT under this Agreement, audit, or cause to be audited, those books and records of CONSULTANT that are related to CONSULTANT's performance under this Agreement. CONSULTANT agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

23.2 The TOWN may, at reasonable times during the term hereof, inspect CONSULTANT's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONSULTANT under this Agreement conform to the terms of this Agreement. CONSULTANT shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

SECTION 24. WARRANTIES OF CONSULTANT

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 25. PUBLIC RECORDS

CONSULTANT understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN 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 by the TOWN.

SECTION 26. GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

SECTION 27. HEADINGS

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

SECTION 29. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the

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

SECTION 30. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

SECTION 31. BINDING AUTHORITY

Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

SECTION 32. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either Party.

SECTION 33. ENTIRE AGREEMENT

33.1 This Agreement and its attachments constitute the entire agreement between CONSULTANT and TOWN, and all negotiations and oral understandings between the parties are merged herein. In case of conflict between this Agreement and its attachments, this Agreement shall prevail.

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

SECTION 34. WAIVER

The waiver by either Party of any failure on the part of the other Party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement for IT Services on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission

action on the 26th day of Feb, 2008; and Dennis J. Giordano authorized to execute same

Attest:

Beatris M. Arguelles, Town Clerk

TOWN OF SURFSIDE

By: Pam Brangaccio
Pam Brangaccio, Interim Town Manager

Date: 3-26-08

CALVIN GIORDANO & ASSOC.IATES, INC.

By:
Dennis J. Giordano, President

Date: 3-21-08

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE FLORIDA

Town Attorney

Lynn M. Dannheisser

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,013

Name Calvin, Giordano & Associates
Address 1300 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER	2008-1813	DATE APPROVED	2/26/08	CGA PROJECT NUMBER 07-1132

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
INFORMATION TECHNOLOGIES	INFORMATION TECHNOLOGY SERVICES AS SPECIFIED ON PROPOSAL NUMBER 07-1132 • BROADCASTING SERVICES	$200.00 PER BROADCAST	

DEPT. ~~Legislative~~ (Executive FY2010)
ACCT. # ~~001-1000-511-4910~~ (FY2008)
Funds available
I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. (FY2009) 001-2000-512-3410
(FY2010) 001-2000-512-341
DEPARTMENT HEAD

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L. Word
Town Manager

AGREEMENT FOR

INFORMATION TECHNOLOGY SERVICES

BETWEEN

TOWN OF SURFSIDE, FLORIDA

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into this 26th day of February, 2008, by and between the TOWN OF SURFSIDE, a Florida municipal corporation (the "TOWN"), and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation (the "CONSULTANT") (each a "Party", collectively, the "Parties").

WHEREAS, the TOWN is in need of a qualified firm to provide Information Technologies Services ("IT Services") to the TOWN; and

WHEREAS, pursuant Section 3.12 of the TOWN Code of Ordinances, the Town Manager has recommended to the Town Commission that it is in the Town's best interest to waive the TOWN's competitive bidding procedures and to select CONSULTANT to perform the aforementioned services as an independent contractor to TOWN; and

WHEREAS, the Town Commission has agreed to select CONSULTANT to perform the aforementioned services; and

WHEREAS, CONSULTANT, performs these services for many governmental entities, including other municipalities, and has offered to provide high-level services to the TOWN for a reasonable cost; and

WHEREAS, the TOWN and CONSULTANT desire to enter into an agreement setting forth the terms and conditions upon which the aforementioned IT Services will be provided by CONSULTANT.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. INCORPORATION, CONVENIENCE AND INTENT

The foregoing recitations are true and correct and are hereby incorporated by reference. As used in this Agreement, IT Services, shall mean all services that CONSULTANT is required to provide herein.

Res. 2008-1813

SECTION 2. SCOPE OF SERVICES

The CONSULTANT shall provide Information Technologies Services to the TOWN. CONSULTANT will staff a full-time IT professional at Town Hall during normal hours of operation. This position will be supplemented with additional staff as required, covering all aspects of Information Technologies and Network Infrastructures. CONSULTANT specifically agrees to perform the following services more fully described in CGA Proposal No. 07-1132 (the "Proposal") attached hereto as Exhibit "A": IT Assessment, End User/Desktop Support, File Backup, Network File Sharing, Network Print Sharing, Email, Procurement, Policy, Server Maintenance, and Broadcasting. To the extent that this Agreement Conflicts with the Proposal, this Agreement is controlling.

SECTION 3. FEES FOR SERVICES

3.1 CONSULTANT shall perform the Scope of Services for lump sump fee of FIFTY THOUSAND DOLLARS ($50,000.00) annually. CONSULTANT shall submit monthly invoices for compensation, but only after the services for which the invoices are submitted have been completed and shall submit with such invoice a detailed breakdown, indicating each task performed, person performing the work and time allocated to each task. This breakdown shall be supplied for all work performed by CONSULTANT, whether fixed fee or hourly.

3.2 Broadcasting services shall be billed at a flat rate of TWO HUNDRED DOLLARS ($200.00) per event, regardless of hours required.

3.3 The following are Additional Services which are not included in this Agreement and will be addressed in separate agreement.

3.3.1 Professional services required due to conditions differing from those itemized under the Scope of Services section of this Agreement or due to events beyond CONSULTANT's control.

3.3.2 Review of Data supplied by TOWN (i.e. GIS data sets, databases, Aerial images, etc.).

3.4 TOWN shall pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement.

3.5 Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONSULTANT. When the above reasons for

withholding payments are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by TOWN.

3.6 The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, postage, facsimile, courier services, mileage (at a rate approved by the TOWN), photo and reproduction services, fees paid to any governmental authority, renderings, models and mock-ups required by TOWN.

3.7 Preparation for and meeting attendance will be billed by CONSULTANT at a standard hourly rate of ONE HUNDRED AND FIFTY DOLLARS ($150).

SECTION 4. TERM/TERMINATION

4.1 TERM OF AGREEMENT – This Agreement shall commence on the date that it fully executed by all Parties and shall continue in full force and effect unless and until it is terminated as provided below.

4.2 TERMINATION – 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 other Party. Failure of TOWN to make payment to CONSULTANT in accordance with this Agreement shall be considered substantial nonperformance and give grounds for termination.

4.3 Upon termination, CONSULTANT shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. CONSULTANT shall also reasonably assist the TOWN and any replacement Consultants in the transition, including taking any acts necessary to allow the transfer of the GIS system.

4.4 In the event of termination, the CONSULANT shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

a. CONSULTANT has not performed services on a timely basis;
b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
c. CONSULTANT has failed to obtain the approval of the TOWN where required by this Agreement;

d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

5.2. In the event CONSULTANT fails to comply with the provisions of this Agreement, the TOWN may declare the CONSULTANT in default and notify the CONSULTANT in writing. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time, pursuant to Section 4 above, and its right for damages under Section 5.3.

5.3. In an Event of Default by the CONSULTANT, it shall be liable for all damages resulting from the default.

5.4. The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

SECTION 6. STATUS REPORTS AND UPDATES

On or before the first day of every month, CONSULTANT shall prepare and deliver to the Town Manager status reports showing the status of all pending work authorizations and projects related to this Agreement.

SECTION 7. HOURS OF OPERATION

CONSULTANT shall maintain fully staffed business hours equal to, but not less than, the Town's business hours of 8 AM to 5 PM, Monday through Friday, with the following holidays accepted:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

SECTION 8. POLICY OF NON-DISCRIMINATION

CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION 9. DRUG FREE WORKPLACE

CONSULTANT shall maintain a Drug Free Workplace.

SECTION 10. INDEPENDENT CONSULTANT

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

SECTION 11. ASSIGNMENT

Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the Town Manager.

SECTION 12. CONFLICTS OF INTEREST

12.1 CONSULTANT shall not perform any services for any private sector clients (including, but not limited to, developers, corporations, real estate investors, etc.) on projects within the jurisdictional boundaries of the TOWN.

12.2 CONSULTANT acknowledges that, in the course of performing the services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the TOWN and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to CONSULTANT or of which CONSULTANT may otherwise become aware are and shall be and remain the confidential information of the TOWN ("Confidential Information"), unless otherwise deemed "public" by law. The CONSULTANT will not use or disclose any information concerning a

recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. CONSULTANT further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the TOWN or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). CONSULTANT affirms that it will not disclose such information and that if it determines that there could be a conflict, or potential conflict of interest, CONSULTANT and/or its agents will immediately advise the Town Manager.

12.3 CONSULTANT shall not review or perform any services regarding any application made by any client of CONSULTANT, even if the services CONSULTANT performs for such client are unrelated to the TOWN. In such instance, CONSULTANT shall disclose the relationship immediately to the Town Manager, who may retain an alternate CONSULTANT for those services. If the services relate to a fixed fee service, the fees for the alternate CONSULTANT shall be deducted from the fixed fee paid to CONSULTANT.

12.4 Neither CONSULTANT nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

12.5 CONSULTANT shall immediately notify TOWN if any public records are requested of CONSULTANT and/or if issues are discovered by CONSULTANT that may adversely impact TOWN.

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Calvin, Giordano & Associates, Inc.
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Telephone: (954) 921-7791
Facsimile: (954) 921-8807

FOR TOWN:

Pam Brangaccio, Interim Town Manager
Town of Surfside
9293 Harding Street
Surfside, Florida 33154
Telephone: (305) 993-1051
Facsimile: (305) 993-5097

With Copy to:

Lynn Dannheisser, Esq.
Town Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700

Coral Gables, FL 33134
Telephone: (305) 854-0800
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23.2 The TOWN may, at reasonable times during the term hereof, inspect CONSULTANT's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONSULTANT under this Agreement conform to the terms of this Agreement. CONSULTANT shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

SECTION 24. WARRANTIES OF CONSULTANT

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 25. PUBLIC RECORDS

CONSULTANT understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN 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 by the TOWN.

SECTION 26. GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

SECTION 27. HEADINGS

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

SECTION 29. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the

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

SECTION 30. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

SECTION 31. BINDING AUTHORITY

Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

SECTION 32. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either Party.

SECTION 33. ENTIRE AGREEMENT

33.1 This Agreement and its attachments constitute the entire agreement between CONSULTANT and TOWN, and all negotiations and oral understandings between the parties are merged herein. In case of conflict between this Agreement and its attachments, this Agreement shall prevail.

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

SECTION 34. WAIVER

The waiver by either Party of any failure on the part of the other Party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement for IT Services on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission

action on the 26th day of Feb, 2008; and Dennis J. Giordano authorized to execute same

Attest:

Beatris M. Arguelles, Town Clerk

TOWN OF SURFSIDE

By: Pam Brangaccio
Pam Brangaccio, Interim Town Manager

Date: 3-26-08

CALVIN GIORDANO & ASSOC.IATES, INC.

By:
Dennis J. Giordano, President

Date: 3-21-08

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE FLORIDA

Town Attorney

Lynn M. Dannheisser

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,010

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER	2008-1810	DATE APPROVED	2/26/08	CGA PROJECT NUMBER 08-1614

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	
SURFSIDE COMPREHENSIVE PLAN AMENDMENT	PROFESSIONAL ENGINEERING SERVICES AS SPECIFIED ON PROPOSAL NO. 08-1614:		
	• PROFESSIONAL TRAFFIC ENGINEERING SERVICES		$ 3,015.00
	TOTAL AMOUNT		**$3,015.00** (A) TO BE PAID MONTHLY AS ACCRUED
	DEPT. Transportation ACCT. # 107-8500-549-3101 (FY2008) (FY2009) 107-8500-549-3110 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L Word
Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

February 15, 2008

Ms. Pam Brangaccio
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

RE: Surfside Comprehensive Plan Amendment
CGA Proposal No. 08-1614

Dear Ms. Brangaccio,

We are pleased to submit this proposal for Professional Services on the above referenced project located in the Town of Surfside.

I. Professional Engineering Services

A. Traffic Engineering

1. Trip Generation: A trip generation analysis will be performed for the PM peak hour of the generator.

2. Transportation Concurrency: Based on trip generation analysis. Concurrency options to be developed.

II. Professional Planning Services

A. Prepare all the necessary documents and exhibits required to submit an application for a Land Use Plan Amendment to the Town of Surfside for a Community Facilities Land Use Category and Future Land Use Map Amendment.

B. Attend one Planning and Zoning meeting and two Town Commission meetings.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-giordano.com

Fort Lauderdale West Palm Beach Orlando Fort Pierce Homestead

C. Hold strategy meetings with Town Staff and Town Attorney.

D. Package amendment and send to the Department of Community Affairs for processing.

E. Update the Comprehensive Plan after the Land Use amendment is adopted.

F. Create a new Future Land Use Map after the amendment is adopted.

G. Create a proposed zoning map.

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 ensure 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**	**$3,015.00**
II	**Professional Planning Services**	**$13,050.00**
III	**Meetings not included in I thru II**	**Hourly**
	TOTAL Lump Sum (Plus Hourly Services)	**$16,065.00**

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	200.00

ENGINEERING

Associate, Engineering (VI)	175.00
Director, Engineering (V)	150.00
Project Manager (IV)	130.00
Resident Inspector	120.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	85.00
Senior CADD Technician Manager	100.00
CADD Technician	80.00
Traffic Technician	75.00
Permit Administrator	75.00
Clerical	70.00

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	150.00
GIS Coordinator	130.00
GIS Specialist	110.00
Multi-Media 3D Developer	90.00
GIS Technician	80.00
Sr. Applications Developer	
Private	160.00
Public	160.00
Applications Developer	
Private	120.00
Public	120.00
Network Engineer	130.00

CONSTRUCTION

Associate, Construction	150.00
Construction Management Director	120.00
Senior Inspector	90.00

EMERGENCY MANAGEMENT

Director	130.00
Planner	90.00
Jr. Planner	75.00

Executive Assistant	70.00

PLANNING

Associate, Planning	150.00
Director of Planning	130.00
Planning Administrator	120.00
Assistant Director	110.00
Planner	90.00
Jr. Planner	75.00

EXPERT WITNESS

Principal/Associate	300.00
Registered Engineer/Surveyor	250.00
Project Engineer	200.00

LANDSCAPE ARCHITECT

Associate, Landscape	150.00
Senior Landscape Architect	115.00
Environmental Administrator	110.00
Landscape Architect	100.00
Environmental Specialist	90.00
Landscape CADD Technician	80.00
Environmental Assistant	70.00

SURVEYING

Associate, Surveying	160.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	140.00
Survey Crew	125.00
Senior Registered Surveyor	130.00
Survey Coordinator	85.00
CADD Technician	80.00
Submeter G.P.S	65.00

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	100.00
Environmental Scientist	85.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-giordano.com

C:\Joanne\Template files\Prof Fee Schedule eff July 2006-2007.doc

Effective July 1, 2006

Fort Lauderdale West Palm Beach Orlando Fort Pierce Homestead

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. agrees to indemnify, hold harmless and, at CLIENT's option, defend or pay for an attorney selected by CLIENT, to defend CLIENT, 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 Calvin, Giordano & Associates, Inc.
- 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.

Shelley Eichner

Shelley Eichner, AICP
Vice President

Cost of these services are $16,065.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: Shelley Eichner Date: 2/15/08
Name: Shelley Eichner, AICP
Title: Vice President

By: Pam Brangaccio Date: 2/26/08
Name: Ms. Pam Brangaccio
Title: Town Manager

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RESOLUTION NO. 2008-1810

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES RELATED THE TOWN OF SURFSIDE COMPREHENSIVE PLAN AMENDMENT BETWEEN THE TOWN OF SURFSIDE AND CALVIN, GIORANO AND ASSOCIATES, INC., PROVIDING FOR IMPLEMENTATION OF AGREEMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Town previously requested qualifications from qualified architects which resulted in the selection of Calvin, Giordano & Associates, Inc. ("Consultant") to provide continuing professional services to the Town; and

WHEREAS, the Town wishes to engage Consultant to provide Professional Engineering Services related to the Town's Comprehensive Plan Amendment, that is within the scope of services in the Professional Services Agreement by and between the Town and Consultant entered into on _____; and

WHEREAS, the Town finds that it is in the best interest of the Town to further engage Consultant to perform the work outlined in the Work Authorization Agreement attached as Exhibit "A"; and

WHEREAS, the Consultant is willing and able to perform such professional, services for the Town within the basic terms and conditions set forth in the Agreement attached as Exhibit "A"; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Agreement Approved.** That the Agreement, in substantially the form attached hereto, between the Town and Consultant is hereby approved, and the Town Mayor is hereby authorized to execute the Agreement, on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

Section 3. **Implementation.** That the Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution and the Agreement in accordance with the terms, conditions and purposes of this Resolution and the Agreement.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and **ADOPTED** on this 26th day of February, 2008.

Charles W. Burkett, Mayor

Attest:

Beatris M. Arguelles, CMC
Town Clerk

APPROVED AND TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

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WORK AUTHORIZATION AGREEMENT
FOR PROFESSIONAL SERVICES RELATED TO
COMPREHENSIVE PLAN AMENDMENTS
BETWEEN

TOWN OF SURFSIDE, FLORIDA

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS WORK AUTHORIZATION AGREEMENT is made and entered into this 26th day of Feb., 2008, by and between the TOWN OF SURFSIDE, a Florida municipal corporation (the "TOWN"), and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation (the "CONSULTANT") (each a "Party", collectively, (the "Parties").

WHEREAS, pursuant to Competitive Consultants Negotiation Act, Section 287.055, Florida Statutes ("CCNA"), the TOWN requested qualifications from qualified architects and selected the CONSULTANT to act as the Town's Consulting, Planning, Engineering, Building and Code Compliance firm in a continuing contract for services, "(Professional Services"); and

WHEREAS, the TOWN, pursuant to a Request for Qualifications selected CONSULTANT to perform the aforementioned services as an independent contractor to TOWN; and

WHEREAS, the TOWN and CONSULTANT entered into a professional services agreement ("Professional Services Agreement") to perform the aforementioned services; and

WHEREAS, pursuant to the Professional Services Agreement, the CONSULTANT is willing and able to perform such additional, professional services for the TOWN within the basic terms and conditions set forth in this Work Authorization Agreement; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONSULTANT agree as follows:

SECTION 1. INCORPORATION, CONVENIENCE AND INTENT

The foregoing recitations are true and correct and are hereby incorporate by reference. The Parties acknowledge that services all fall within the requirements of the Florida Consultant's Competitive Negotiation Act (CCNA), Chapter 287.005, Florida Statutes. The Parties further acknowledge that for purposes of contract preparation and convenience, non-CCNA and CCNA

 Res. 2008-1810

services have been combined. As used in this Agreement, Professional Services, shall mean all services that CONSULTANT is required to provide herein.

SECTION 2. SCOPE OF SERVICES.

The CONSULTANT shall perform Professional Services for the TOWN as set forth in CGA Proposal No. 08-1614 (the "Proposal") attached hereto as Exhibit "A". To the extent that the Proposal conflicts with this Agreement, this Agreement shall be controlling.

SECTION 3. FEES FOR SERVICES

3.1 CONSULTANT shall be paid a lump sum amount of SIXTEEN THOUSAND, SIXTY FIVE DOLLARS ($16,065.00) in the manner described in Exhibit "A".

3.2 TOWN shall pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT'S proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement

3.3 Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONSULTANT. When the above reasons for withholding payments are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by TOWN.

SECTION 4. TERM/TERMINATION

4.1 TERM OF AGREEMENT – This Agreement shall commence on the date that this agreement is approved by the is fully executed by all parties and shall continue in full force and effect unless and until it is terminated as provided below.

4.2 TERMINATION – Without Cause – This Agreement may be terminated by TOWN for any reason or no reason upon thirty (30) calendar days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

4.3 TERMINATION – With Cause – This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONSULTANT abandons this Agreement or causes it to be terminated by TOWN, CONSULTANT shall indemnify TOWN against loss pertaining to this

termination, including, but not limited to, reasonable costs incurred in transition to a replacement CONSULTANT.

4.4 TERMINATION – Transfer of Ownership – This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the CONSULTANT. CONSULTANT shall notify Town Manager at least ten (10) business days before any such change in ownership of CONSULTANT.

4.5 Upon termination, CONSULTANT shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. It shall also reasonably assist the TOWN and any replacement consultants in the transition, including taking any acts necessary to allow the transfer of the GIS system.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

a. CONSULTANT has not performed services on a timely basis;
b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
c. CONSULTANT has failed to obtain the approval of the TOWN where required by this Agreement;
d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

5.2. In the event CONSULTANT fails to comply with the provisions of this Agreement, the TOWN may declare the CONSULTANT in default and notify the CONSULTANT in writing. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time, pursuant to Section 4 above, and its right for damages under Section 5.3.

5.3. In an Event of Default by the CONSULTANT, it shall be liable for all damages resulting from the default.

5.4. The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The

TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

SECTION 6. STATUS REPORTS AND UPDATES

On or before the first day of every month, CONSULTANT shall prepare and deliver to the Town Manager status reports showing the status of all pending work authorizations and projects related to this Agreement.

SECTION 7. HOURS OF OPERATION

CONSULTANT shall maintain fully staffed business hours equal to, but not less than, the Town's business hours of 8 AM to 5 PM, Monday through Friday, with the following holidays accepted:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

SECTION 8. POLICY OF NON-DISCRIMINATION

CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION 9. DRUG FREE WORKPLACE

CONSULTANT shall maintain a Drug Free Workplace.

SECTION 10. INDEPENDENT CONTRACTOR

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

SECTION 11. ASSIGNMENT

Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the Town Manager.

SECTION 12. CONFLICTS OF INTEREST

12.1 CONSULTANT shall not perform any services for any private sector clients (including, but not limited to, developers, corporations, real estate investors, etc.) on projects within the jurisdictional boundaries of the TOWN.

12.2 CONSULTANT acknowledges that, in the course of performing the services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the TOWN and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to CONSULTANT or of which CONSULTANT may otherwise become aware are and shall be and remain the confidential information of the TOWN ("Confidential Information"), unless otherwise deemed "public" by law. The CONSULTANT will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. CONSULTANT further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the TOWN or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). CONSULTANT affirms that it will not disclose such information and that if it determines that there could be a conflict, or potential conflict of interest, CONSULTANT and/or its agents will immediately advise the Town Manager.

12.3 CONSULTANT shall not review or perform any services regarding any application made by any client of CONSULTANT, even if the services CONSULTANT

performs for such client are unrelated to the TOWN. In such instance, CONSULTANT shall disclose the relationship immediately to the Town Manager, who may retain an alternate CONSULTANT for those services. If the services relate to a fixed fee service, the fees for the alternate CONSULTANT shall be deducted from the fixed fee paid to CONSULTANT.

12.4 Neither CONSULTANT nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

12.5 CONSULTANT shall immediately notify TOWN if any public records are requested of CONSULTANT and/or if issues are discovered by CONSULTANT that may adversely impact TOWN.

12.6 CONSULTANT further agrees to use best efforts to maintain open, honest and direct communication with the Town Manager and Town Attorney in the performance of services required pursuant to this Agreement.

SECTION 13. INDEMNIFICATION

13.1 CONSULTANT shall indemnify, defend and hold harmless TOWN, its officials, appointed officers, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there from, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONSULTANT, its officials, agents, employees or subcontractors in the performance of the services of CONSULTANT under this Agreement.

13.2 CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 14, Insurance.

13.3 CONSULTANT shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONSULTANT of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

SECTION 14. INSURANCE

14.1 The CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained all insurances required pursuant to the Request for Qualifications. Proof of all insurance policies shall be approved by the Town Manager. CONSULTANT shall not allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.2 CONSULTANT shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with the policy limits outlined below:

- Workers' Compensation Insurance – as required by law.
- Employer's Liability Insurance - $1,000,000 per occurrence.
- Professional Liability Insurance – $1,000,000 per occurrence, $5,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed $100,000.00 per claim.
- Automobile Liability Insurance - $500,000 per occurrence, $500,000 per accident for bodily injury and $500,000 per accident for property damage.

The successful proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the Town of Surfside as additional insured and deductibles for each coverage at amounts approved by the Town Manager. CONSULTANT shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date of execution of this Agreement. Upon request of TOWN, CONSULTANT shall make available for inspection copies of any claims filed or made against any policy during the policy term. CONSULTANT shall additionally notify TOWN, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of $250,000 during the policy term. The Town Manager may require any other insurance coverage it deems necessary depending upon the exposures.

14.3 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Town Manager or designee prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, with financial ratings acceptable to the Town Manager. The TOWN shall be named as an additional insured on all insurance policies.

14.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

SECTION 15. REPRESENTATIVE OF TOWN AND CONSULTANT

15.1 It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONSULTANT designates George Keller as the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

15.2 The parties recognize that George Keller's long history with CONSULTANT and the South Florida community is a material inducement to the TOWN entering into this Agreement. Accordingly, unless excused by the Town Manager, George Keller shall personally attend weekly staff meetings and all regular Commission Meetings.

15.3 The Town Manager shall have the right to require CONSULTANT to change any personnel working on TOWN projects upon providing CONSULTANT with a ten (10) day written notice.

SECTION 16. COSTS AND ATTORNEY'S FEES

If either TOWN or CONSULTANT is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 17. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONSULTANT:

Dennis J. Giordano, President
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Telephone: (954) 921-7791
Facsimile: (954) 921-8807

FOR TOWN:

Pam Brangaccio, Interim Town Manager
Town of Surfside

9293 Harding Street
Surfside, Florida 33154
Telephone: (305) 993-1051
Facsimile: (305) 993-5097

With Copy to:

Lynn Dannheisser, Esq.
Town Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 18. RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE

18.1 Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

18.2 Rights in Data. Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of TOWN and TOWN shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONSULTANT. TOWN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

18.3 Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the Town. CONSULTANT shall not include in the data any copyrighted matter unless CONSULTANT obtains the written approval of the Town Manager and provides said Town Manager with written permission of the copyright owner for CONSULTANT to use such copyrighted matter in the manner provide herein.

18.4 If this Agreement is terminated for any reason prior to completion of the work, the TOWN may, in its discretion, use any design and documents prepared hereunder.

SECTION 19. SUBCONTRACTORS

Subcontractors, if needed, shall be subject to the prior written approval of the Town Manager.

SECTION 20. COMPLIANCE WITH LAWS

CONSULTANT shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

SECTION 21. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

SECTION 22. OWNERSHIP OF DOCUMENTS

CONSULTANT understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONSULTANT or which is otherwise obtained or prepared by CONSULTANT under the terms of this Agreement is and shall at all times remain the property of the TOWN. CONSULTANT agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his sole discretion.

SECTION 23. AUDIT AND INSPECTION RIGHTS

23.1 The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONSULTANT under this Agreement, audit, or cause to be audited, those books and records of CONSULTANT that are related to CONSULTANT's performance under this Agreement. CONSULTANT agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

23.2 The TOWN may, at reasonable times during the term hereof, inspect CONSULTANT's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONSULTANT under this Agreement conform to the terms of this Agreement. CONSULTANT shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

SECTION 24. WARRANTIES OF CONSULTANT

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 25. PUBLIC RECORDS

CONSULTANT understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN 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 by the TOWN.

SECTION 26. NO CONTINGENT FEES

The CONSULTANT (for all services secured pursuant to CCNA, Chapter 287.055, Florida Statutes) warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gist, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 27. GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

SECTION 28. HEADINGS

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

SECTION 29. SEVERABILITY

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

SECTION 30. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

SECTION 31. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32. SURVIVAL OF PROVISIONS

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

SECTION 33. ENTIRE AGREEMENT

33.1 This Agreement and its attachments constitute the entire agreement between CONSULTANT and TOWN, and all negotiations and oral understandings between the parties are merged herein.

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

SECTION 34. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

SECTION 35. CONTENT OF THE REQUEST FOR PROPOSAL

The content of relevant provisions of the Request for Qualifications ("RFQ") are hereby incorporated by reference into this Agreement and is attached as Exhibit "B."

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization Agreement for Professional Services on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its mayor, authorized to execute same by Commission action on the 26th day of Feb., 2008; and Dennis J. Giordano authorized to execute same.

Attest:

Beatris M. Arguelles, Town Clerk

TOWN OF SURFSIDE

By: Pam Brangaccio

Pam Brangaccio, Interim Town Manager

Date: 2/26/08

CALVIN GIORDANO & ASSOCIATES, INC.

By:

Dennis J. Giordano, President

Date: 3-21-08

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE FLORIDA

Town Attorney

Lynn M. Dannheisser

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,012

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER	DATE APPROVED	CGA PROJECT NUMBER
2008-1810	2/26/08	08-1614

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	
SURFSIDE COMPREHENSIVE PLAN AMENDMENT	MEETINGS NOT INCLUDED IN I THRU II AS SPECIFIED ON PROPOSAL NO. 08-1614:		HOURLY
			TO BE PAID MONTHLY AS ACCRUED
	DEPT.		
	ACCT. # 001-1000-515-4900		
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT 9/29/08		
	DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L Word
Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

February 15, 2008

Ms. Pam Brangaccio
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

RE: Surfside Comprehensive Plan Amendment
CGA Proposal No. 08-1614

Dear Ms. Brangaccio,

We are pleased to submit this proposal for Professional Services on the above referenced project located in the Town of Surfside.

I. Professional Engineering Services

A. Traffic Engineering

1. Trip Generation: A trip generation analysis will be performed for the PM peak hour of the generator.

2. Transportation Concurrency: Based on trip generation analysis. Concurrency options to be developed.

II. Professional Planning Services

A. Prepare all the necessary documents and exhibits required to submit an application for a Land Use Plan Amendment to the Town of Surfside for a Community Facilities Land Use Category and Future Land Use Map Amendment.

B. Attend one Planning and Zoning meeting and two Town Commission meetings.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-giordano.com

Fort Lauderdale West Palm Beach Orlando Fort Pierce Homestead

C. Hold strategy meetings with Town Staff and Town Attorney.

D. Package amendment and send to the Department of Community Affairs for processing.

E. Update the Comprehensive Plan after the Land Use amendment is adopted.

F. Create a new Future Land Use Map after the amendment is adopted.

G. Create a proposed zoning map.

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 ensure 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** 107-8500-549310	**$3,015.00**
II	**Professional Planning Services** 001-1000-515-4900	**$13,050.00**
III	**Meetings not included in I thru II**	**Hourly**
	TOTAL Lump Sum (Plus Hourly Services)	**$16,065.00**

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

PROFESSIONAL FEE SCHEDULE

Principal	200.00

ENGINEERING

Associate, Engineering (VI)	175.00
Director, Engineering (V)	150.00
Project Manager (IV)	130.00
Resident Inspector	120.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	85.00
Senior CADD Technician Manager	100.00
CADD Technician	80.00
Traffic Technician	75.00
Permit Administrator	75.00
Clerical	70.00

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	150.00
GIS Coordinator	130.00
GIS Specialist	110.00
Multi-Media 3D Developer	90.00
GIS Technician	80.00
Sr. Applications Developer	
Private	160.00
Public	160.00
Applications Developer	
Private	120.00
Public	120.00
Network Engineer	130.00

CONSTRUCTION

Associate, Construction	150.00
Construction Management Director	120.00
Senior Inspector	90.00

EMERGENCY MANAGEMENT

Director	130.00
Planner	90.00
Jr. Planner	75.00

Executive Assistant	70.00

PLANNING

Associate, Planning	150.00
Director of Planning	130.00
Planning Administrator	120.00
Assistant Director	110.00
Planner	90.00
Jr. Planner	75.00

EXPERT WITNESS

Principal/Associate	300.00
Registered Engineer/Surveyor	250.00
Project Engineer	200.00

LANDSCAPE ARCHITECT

Associate, Landscape	150.00
Senior Landscape Architect	115.00
Environmental Administrator	110.00
Landscape Architect	100.00
Environmental Specialist	90.00
Landscape CADD Technician	80.00
Environmental Assistant	70.00

SURVEYING

Associate, Surveying	160.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	140.00
Survey Crew	125.00
Senior Registered Surveyor	130.00
Survey Coordinator	85.00
CADD Technician	80.00
Submeter G.P.S	65.00

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	100.00
Environmental Scientist	85.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-giordano.com

C:\Joanne\Template files\Prof Fee Schedule eff July 2006-2007.doc

Effective July 1, 2006

Fort Lauderdale West Palm Beach Orlando Fort Pierce Homestead

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. agrees to indemnify, hold harmless and, at CLIENT's option, defend or pay for an attorney selected by CLIENT, to defend CLIENT, 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 Calvin, Giordano & Associates, Inc.
- 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.

Shelley Eichner

Shelley Eichner, AICP
Vice President

Cost of these services are $16,065.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: Shelley Eichner Date: 2/15/08
Name: Shelley Eichner, AICP
Title: Vice President

By: Pam Brangaccio Date: 2/26/08
Name: Ms. Pam Brangaccio
Title: Town Manager

RESOLUTION NO. 2008-1810

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES RELATED THE TOWN OF SURFSIDE COMPREHENSIVE PLAN AMENDMENT BETWEEN THE TOWN OF SURFSIDE AND CALVIN, GIORANO AND ASSOCIATES, INC., PROVIDING FOR IMPLEMENTATION OF AGREEMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Town previously requested qualifications from qualified architects which resulted in the selection of Calvin, Giordano & Associates, Inc. ("Consultant") to provide continuing professional services to the Town; and

WHEREAS, the Town wishes to engage Consultant to provide Professional Engineering Services related to the Town's Comprehensive Plan Amendment, that is within the scope of services in the Professional Services Agreement by and between the Town and Consultant entered into on _____; and

WHEREAS, the Town finds that it is in the best interest of the Town to further engage Consultant to perform the work outlined in the Work Authorization Agreement attached as Exhibit "A"; and

WHEREAS, the Consultant is willing and able to perform such professional, services for the Town within the basic terms and conditions set forth in the Agreement attached as Exhibit "A"; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Agreement Approved.** That the Agreement, in substantially the form attached hereto, between the Town and Consultant is hereby approved, and the Town Mayor is hereby authorized to execute the Agreement, on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

Section 3. **Implementation.** That the Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution and the Agreement in accordance with the terms, conditions and purposes of this Resolution and the Agreement.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and **ADOPTED** on this 26th day of February, 2008.

Charles W. Burkett, Mayor

Attest:

Beatris M. Arguelles, CMC
Town Clerk

APPROVED AND TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

Resolution No. 1810

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WORK AUTHORIZATION AGREEMENT
FOR PROFESSIONAL SERVICES RELATED TO
COMPREHENSIVE PLAN AMENDMENTS
BETWEEN

TOWN OF SURFSIDE, FLORIDA

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS WORK AUTHORIZATION AGREEMENT is made and entered into this 26th day of Feb., 2008, by and between the TOWN OF SURFSIDE, a Florida municipal corporation (the "TOWN"), and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation (the "CONSULTANT") (each a "Party", collectively, (the "Parties").

WHEREAS, pursuant to Competitive Consultants Negotiation Act, Section 287.055, Florida Statutes ("CCNA"), the TOWN requested qualifications from qualified architects and selected the CONSULTANT to act as the Town's Consulting, Planning, Engineering, Building and Code Compliance firm in a continuing contract for services, "(Professional Services"); and

WHEREAS, the TOWN, pursuant to a Request for Qualifications selected CONSULTANT to perform the aforementioned services as an independent contractor to TOWN; and

WHEREAS, the TOWN and CONSULTANT entered into a professional services agreement ("Professional Services Agreement") to perform the aforementioned services; and

WHEREAS, pursuant to the Professional Services Agreement, the CONSULTANT is willing and able to perform such additional, professional services for the TOWN within the basic terms and conditions set forth in this Work Authorization Agreement; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONSULTANT agree as follows:

SECTION 1. INCORPORATION, CONVENIENCE AND INTENT

The foregoing recitations are true and correct and are hereby incorporate by reference. The Parties acknowledge that services all fall within the requirements of the Florida Consultant's Competitive Negotiation Act (CCNA), Chapter 287.005, Florida Statutes. The Parties further acknowledge that for purposes of contract preparation and convenience, non-CCNA and CCNA

Res. 2008-1810

services have been combined. As used in this Agreement, Professional Services, shall mean all services that CONSULTANT is required to provide herein.

SECTION 2. SCOPE OF SERVICES.

The CONSULTANT shall perform Professional Services for the TOWN as set forth in CGA Proposal No. 08-1614 (the "Proposal") attached hereto as Exhibit "A". To the extent that the Proposal conflicts with this Agreement, this Agreement shall be controlling.

SECTION 3. FEES FOR SERVICES

3.1 CONSULTANT shall be paid a lump sum amount of SIXTEEN THOUSAND, SIXTY FIVE DOLLARS ($16,065.00) in the manner described in Exhibit "A".

3.2 TOWN shall pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT'S proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement

3.3 Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONSULTANT. When the above reasons for withholding payments are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by TOWN.

SECTION 4. TERM/TERMINATION

4.1 TERM OF AGREEMENT – This Agreement shall commence on the date that this agreement is approved by the is fully executed by all parties and shall continue in full force and effect unless and until it is terminated as provided below.

4.2 TERMINATION – Without Cause – This Agreement may be terminated by TOWN for any reason or no reason upon thirty (30) calendar days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

4.3 TERMINATION – With Cause – This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONSULTANT abandons this Agreement or causes it to be terminated by TOWN, CONSULTANT shall indemnify TOWN against loss pertaining to this

termination, including, but not limited to, reasonable costs incurred in transition to a replacement CONSULTANT.

4.4 TERMINATION – Transfer of Ownership – This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the CONSULTANT. CONSULTANT shall notify Town Manager at least ten (10) business days before any such change in ownership of CONSULTANT.

4.5 Upon termination, CONSULTANT shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. It shall also reasonably assist the TOWN and any replacement consultants in the transition, including taking any acts necessary to allow the transfer of the GIS system.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

a. CONSULTANT has not performed services on a timely basis;
b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
c. CONSULTANT has failed to obtain the approval of the TOWN where required by this Agreement;
d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

5.2. In the event CONSULTANT fails to comply with the provisions of this Agreement, the TOWN may declare the CONSULTANT in default and notify the CONSULTANT in writing. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time, pursuant to Section 4 above, and its right for damages under Section 5.3.

5.3. In an Event of Default by the CONSULTANT, it shall be liable for all damages resulting from the default.

5.4. The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The

TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

SECTION 6. STATUS REPORTS AND UPDATES

On or before the first day of every month, CONSULTANT shall prepare and deliver to the Town Manager status reports showing the status of all pending work authorizations and projects related to this Agreement.

SECTION 7. HOURS OF OPERATION

CONSULTANT shall maintain fully staffed business hours equal to, but not less than, the Town's business hours of 8 AM to 5 PM, Monday through Friday, with the following holidays accepted:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

SECTION 8. POLICY OF NON-DISCRIMINATION

CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION 9. DRUG FREE WORKPLACE

CONSULTANT shall maintain a Drug Free Workplace.

SECTION 10. INDEPENDENT CONTRACTOR

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

SECTION 11. ASSIGNMENT

Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the Town Manager.

SECTION 12. CONFLICTS OF INTEREST

12.1 CONSULTANT shall not perform any services for any private sector clients (including, but not limited to, developers, corporations, real estate investors, etc.) on projects within the jurisdictional boundaries of the TOWN.

12.2 CONSULTANT acknowledges that, in the course of performing the services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the TOWN and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to CONSULTANT or of which CONSULTANT may otherwise become aware are and shall be and remain the confidential information of the TOWN ("Confidential Information"), unless otherwise deemed "public" by law. The CONSULTANT will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. CONSULTANT further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the TOWN or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). CONSULTANT affirms that it will not disclose such information and that if it determines that there could be a conflict, or potential conflict of interest, CONSULTANT and/or its agents will immediately advise the Town Manager.

12.3 CONSULTANT shall not review or perform any services regarding any application made by any client of CONSULTANT, even if the services CONSULTANT

performs for such client are unrelated to the TOWN. In such instance, CONSULTANT shall disclose the relationship immediately to the Town Manager, who may retain an alternate CONSULTANT for those services. If the services relate to a fixed fee service, the fees for the alternate CONSULTANT shall be deducted from the fixed fee paid to CONSULTANT.

12.4 Neither CONSULTANT nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

12.5 CONSULTANT shall immediately notify TOWN if any public records are requested of CONSULTANT and/or if issues are discovered by CONSULTANT that may adversely impact TOWN.

12.6 CONSULTANT further agrees to use best efforts to maintain open, honest and direct communication with the Town Manager and Town Attorney in the performance of services required pursuant to this Agreement.

SECTION 13. INDEMNIFICATION

13.1 CONSULTANT shall indemnify, defend and hold harmless TOWN, its officials, appointed officers, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there from, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONSULTANT, its officials, agents, employees or subcontractors in the performance of the services of CONSULTANT under this Agreement.

13.2 CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 14, Insurance.

13.3 CONSULTANT shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONSULTANT of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

SECTION 14. INSURANCE

14.1 The CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained all insurances required pursuant to the Request for Qualifications. Proof of all insurance policies shall be approved by the Town Manager. CONSULTANT shall not allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.2 CONSULTANT shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with the policy limits outlined below:

- Workers' Compensation Insurance – as required by law.
- Employer's Liability Insurance - $1,000,000 per occurrence.
- Professional Liability Insurance – $1,000,000 per occurrence, $5,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed $100,000.00 per claim.
- Automobile Liability Insurance - $500,000 per occurrence, $500,000 per accident for bodily injury and $500,000 per accident for property damage.

The successful proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the Town of Surfside as additional insured and deductibles for each coverage at amounts approved by the Town Manager. CONSULTANT shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date of execution of this Agreement. Upon request of TOWN, CONSULTANT shall make available for inspection copies of any claims filed or made against any policy during the policy term. CONSULTANT shall additionally notify TOWN, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of $250,000 during the policy term. The Town Manager may require any other insurance coverage it deems necessary depending upon the exposures.

14.3 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Town Manager or designee prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, with financial ratings acceptable to the Town Manager. The TOWN shall be named as an additional insured on all insurance policies.

14.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

SECTION 15. REPRESENTATIVE OF TOWN AND CONSULTANT

15.1 It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONSULTANT designates George Keller as the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

15.2 The parties recognize that George Keller's long history with CONSULTANT and the South Florida community is a material inducement to the TOWN entering into this Agreement. Accordingly, unless excused by the Town Manager, George Keller shall personally attend weekly staff meetings and all regular Commission Meetings.

15.3 The Town Manager shall have the right to require CONSULTANT to change any personnel working on TOWN projects upon providing CONSULTANT with a ten (10) day written notice.

SECTION 16. COSTS AND ATTORNEY'S FEES

If either TOWN or CONSULTANT is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 17. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONSULTANT:

Dennis J. Giordano, President
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Telephone: (954) 921-7791
Facsimile: (954) 921-8807

FOR TOWN:

Pam Brangaccio, Interim Town Manager
Town of Surfside

9293 Harding Street
Surfside, Florida 33154
Telephone: (305) 993-1051
Facsimile: (305) 993-5097

With Copy to:

Lynn Dannheisser, Esq.
Town Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 18. RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE

18.1 Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

18.2 Rights in Data. Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of TOWN and TOWN shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONSULTANT. TOWN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

18.3 Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the Town. CONSULTANT shall not include in the data any copyrighted matter unless CONSULTANT obtains the written approval of the Town Manager and provides said Town Manager with written permission of the copyright owner for CONSULTANT to use such copyrighted matter in the manner provide herein.

18.4 If this Agreement is terminated for any reason prior to completion of the work, the TOWN may, in its discretion, use any design and documents prepared hereunder.

SECTION 19. SUBCONTRACTORS

Subcontractors, if needed, shall be subject to the prior written approval of the Town Manager.

SECTION 20. COMPLIANCE WITH LAWS

CONSULTANT shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

SECTION 21. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

SECTION 22. OWNERSHIP OF DOCUMENTS

CONSULTANT understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONSULTANT or which is otherwise obtained or prepared by CONSULTANT under the terms of this Agreement is and shall at all times remain the property of the TOWN. CONSULTANT agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his sole discretion.

SECTION 23. AUDIT AND INSPECTION RIGHTS

23.1 The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONSULTANT under this Agreement, audit, or cause to be audited, those books and records of CONSULTANT that are related to CONSULTANT's performance under this Agreement. CONSULTANT agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

23.2 The TOWN may, at reasonable times during the term hereof, inspect CONSULTANT's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONSULTANT under this Agreement conform to the terms of this Agreement. CONSULTANT shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

SECTION 24. WARRANTIES OF CONSULTANT

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 25. PUBLIC RECORDS

CONSULTANT understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN 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 by the TOWN.

SECTION 26. NO CONTINGENT FEES

The CONSULTANT (for all services secured pursuant to CCNA, Chapter 287.055, Florida Statutes) warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gist, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 27. GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

SECTION 28. HEADINGS

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

SECTION 29. SEVERABILITY

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

SECTION 30. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

SECTION 31. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32. SURVIVAL OF PROVISIONS

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

SECTION 33. ENTIRE AGREEMENT

33.1 This Agreement and its attachments constitute the entire agreement between CONSULTANT and TOWN, and all negotiations and oral understandings between the parties are merged herein.

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

SECTION 34. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

SECTION 35. CONTENT OF THE REQUEST FOR PROPOSAL

The content of relevant provisions of the Request for Qualifications ("RFQ") are hereby incorporated by reference into this Agreement and is attached as Exhibit "B."

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization Agreement for Professional Services on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its mayor, authorized to execute same by Commission action on the 26th day of Feb., 2008; and Dennis J. Giordano authorized to execute same.

Attest:

Beatris M. Arguelles, Town Clerk

TOWN OF SURFSIDE

By: Pam Brangaccio

Pam Brangaccio, Interim Town Manager

Date: 2/26/08

CALVIN GIORDANO & ASSOCIATES, INC.

By:

Dennis J. Giordano, President

Date: 3-21-08

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE FLORIDA

Town Attorney

Lynn M. Dannheisser

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,091

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER	2011-2014	DATE APPROVED	3/08/11	CGA PROJECT NUMBER 11-3895

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
INFORMATION TECHNOLOGIES	INFORMATION TECHNOLOGY SERVICES AS SPECIFIED ON PROPOSAL NUMBER 11-3895 FY12 • PROVIDE FULL TIME INFORMATION TECHNOLOGIES EMPLOYEE TO TOWN ON SITE TO MAINTAIN IT INFRASTUCTURE • USER SUPPORT • FILE BACK-UP • NETWORK FILE SHARING • SERVER MAINTENANCE • E-MAIL SUPPORT FY11 BUDGET: $1,962.50 @ 12 MOS THIS P.O. REPLACES 100,076 DEPT. Town Clerk ACCT. # 001-2400-516-3410 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD		$23,550.00

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Town Manager

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PURCHASE ORDER

TOWN OF SURFSIDE

No. 100,076

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER	2011-2014	DATE APPROVED	3/08/11	CGA PROJECT NUMBER 11-38

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
INFORMATION TECHNOLOGIES Police Dept	INFORMATION TECHNOLOGY SERVICES AS SPECIFIED ON PROPOSAL NUMBER 11-3895 FY11 • PROVIDE FULL TIME INFORMATION TECHNOLOGIES EMPLOYEE TO TOWN ON SITE TO MAINTAIN IT INFRASTUCTURE • USER SUPPORT • FILE BACK-UP • NETWORK FILE SHARING • SERVER MAINTENANCE • E-MAIL SUPPORT FY11 BUDGET: $1,962.57 @ 7 MOS NOTE: THIS IS A PARTIAL YEAR P.O. DEPT. Town Clerk / IT ACCT. # 001-2400-519-3410 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. Debra Carlson DEPARTMENT HEAD	Reso 11-2014	$13,737.57

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Town Manager

CSA 11-3895

Town of Surfside
Commission Communication

Agenda Item #: 5D

Agenda Date: March 8, 2011

Subject: Police Department Added to Town IT Service Contract

Background: The Police Department has maintained its own IT equipment in the past. A police officer who has an extensive IT background, maintained the Police Department IT equipment in additional to his duties as a police detective. Due to staff reorganization, this officer was re-assigned to the evening shift uniform patrol on October 1, 2010. Calvin, Giordano and Associates currently have the contract to maintain the Town's IT services at a cost of $51,499.92 annually. The cost to include IT maintenance for the Police Department is an additional $23,550.08 annually for a total of $75,000 (Attachment A). This cost will include maintenance of the Police Department's desktops, laptops, and servers.

Analysis: The Police Department requires a service contract to maintain its IT equipment. Calvin, Giordano and Associates currently have the Town service contract with a technician staffed in Town Hall. Including the Police Department in the contract establishes a cohesive single responsibility for the entire Town's IT equipment.

Budget Impact: The cost to include the Police Department in the Town service contract is $23,550.08 from the Unassigned Fund Balance FY 10/11 ($1,153,251 as of November 30,2010). The Police Department was under budget and returned a substantial amount to the Unassigned Fund Balance at the end of FY 09/10.

Staff Impact: N/A

Recommendation: Town staff recommends that the Town Commission approve the resolution to include the Police Department in an amended IT service contract with Calvin, Giordano and Associates (Attachment A).

David Allen, Chief of Police

Roger M. Carlton, Town Manager

CGA 11-3895

RESOLUTION NO. 11-2014

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE REAPPROPRIATION OF FUND BALANCE (RESERVES) TO THE OFFICE OF TOWN CLERK/DIRECTOR OF ADMINISTRATIVE SERVICES BUDGET; AMENDING THE TOWN'S BUDGET FOR FISCAL YEAR 2010-2011; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside Police Department has undergone a staff re-organization and the officer who maintained the Police Department IT equipment has been re-assigned to other duties; and

WHEREAS, the Police Department requires a service contract to maintain its IT equipment; and

WHEREAS, Calvin Giordano and Associates currently has the contract to maintain the Town's IT services at a cost of $51,499.92 annually; and

WHEREAS, the cost to include IT maintenance for the Police Department is an additional $23,550.08; and

WHEREAS, the current Office of Town Clerk/Director of Administrative Services for Fiscal Year 2010-2011 does not have sufficient funds, thereby necessitating a re-appropriation of Fund Balance (reserves) from the General Fund Account Number 001-0000-392-000 in the amount of $13,738 (seven months proration of $23,550 annually) to be distributed into Professional Services Account Number 001-2400-519-3410.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA,

Section 1. **Recitals.** That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. **Budget Amendment.** In accordance with Section 62 of the Town Charter and the budget adopted for Fiscal Year 2010 – 2011 is amended by re-appropriating the amount of $13,738 of Fund Balance (reserves) from the General Fund Account Number 001-0000-392-000 to be distributed into Professional Services Account Number 001-2400-519-3410.

Section 3. **Implementation.** The Town Manager and the Town Clerk are hereby authorized to take any and all action necessary to implement this Resolution and Agreement in accordance with the terms, conditions and purposes of this Resolution and Agreement.

Section 4. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

Motion by Commissioner Karukin, Second by Commissioner Kopelman.

PASSED AND ADOPTED this 8 day of March, 2011

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin	Yes
Commissioner Edward Kopelman	Yes
Commissioner Marta Olchyk	Yes
Vice Mayor Joseph Graubart	No
Mayor Daniel Dietch	Yes

Daniel Dietch, Mayor

Resolution No. 11-2014

ATTEST:

Debra E. Eastman, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

Lynn M. Dannheisser
Town Attorney

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: February 14, 2011

Mr. Roger Carlton
Town Administrator
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 47
Surfside IT Services
CGA Proposal No. 11-3895

Dear Mr. Carlton,

Enclosed for your review and approval is Work Authorization No. 47 for Surfside IT Services. The scope of the project includes Surfside IT Services.

The Scope of Services to be furnished under this Work Authorization includes Data Technologies & Development as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $75,000.00.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utilitiy & Community Maintenance Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

TOWN OF SURFSIDE

Surfside IT Services

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Data Technologies & Development Services

A. General Information Technology Services for Town of Surfside End-Users and Police Department

1. One On-Site full-time IT Support Technician.

- Forty (40) hours per week , 8-5, M-F, excluding Holidays
- Addition levels of support will be provided in an as-needed basis. Additional levels of support may include Technology Director or Network Manager to address tasks that require a higher level of expertise.
- Additional coverage for new Police Department services will be performed remotely or on-site, whichever is most efficient or effective to resolve issues swiftly. Support staff will have the level of expertise required to complete the task.

2. Maintain current inventory of all Town owned computer and network.

3. Maintain current inventory of all Town owned software licenses.

4. Identify network vulnerabilities and present solutions to the Town Administrator.

5. Monitor / Support Firewall.

- Monitor VPN clients for mobile laptops.

6. Converting documents for Website posting

7. Providing specs and ordering computers and other devices.

8. Channel 77

   - Monitor SCALA system used to post Town related announcements.

   - Post and remove Town announcements as directed by Town staff.

B. End User/Desktop Support

1. Create/Delete user account on network.

2. Change/Reset user passwords.

3. Troubleshoot all computer related issues.

4. Perform desktop Operating System updates and hot fixes using recommended software.

C. File Backup

1. Backup network shared files to include off-site storage & tape retention.

2. Perform backups on all network related files.

3. Monitor / Support tape backup device.

D. Network File Sharing

1. Monitor / Support network file sharing on server.

2. Train users on proper file sharing methods.

E. Network Print Sharing

1. Configure all printers for network printing.

2. Install network printers on user workstations.

3. Troubleshoot printing issues.

F. Email

1. Monitor / Support exchange server email accounts.

2. Monitor email archiving for compliance with state retention requirements.

3. Monitor / Support exchange server.

G. Procurement

1. Assist the Town on all technology purchases as approved by the Town Manager.

H. Policy

1. Implement defined security policies for all Town staff internally and remotely.

I. Broadcasting

1. Perform duties related to recording events for broadcasting.

   - Broadcasting Services to be charged at $200.00 per event.

2. Deliver recordings on media to upload on Town's website.

3. Monitor / Support broadcasting equipment.

J. Technology Services Not Provided to the Town under this contract.

1. Support on FDLE server or any law enforcement related computer or software equipment that requires special certification.

2. E911 / DMS system support.

3. IT services beyond the Town's normal hours of operation. Normal hours of operation determined to be 8-5, M-F, excluding Holidays.

4. Software Development

5. GIS Support

K. Additional Services

1. Additional Services will be billed to the Town for Services performed after the normal hours of operation or for services outside of the scope mentioned above. Additional services will require approval from Town Administrator before work is commenced. Refer to the rates listed below for all additional services.

   - Associate Data Technology and Development: $165.00 hourly
   - Network Administrator: $155.00 hourly
   - Sr. Application Development: $165.00 hourly
   - System Support Specialist: $115.00 hourly
   - Desktop Support Specialist: $85.00 hourly
   - GIS Specialist: $125.00 hourly
   - Creative Director: $125.00 hourly (web development)

2. **BASIS OF COMPENSATION:**

Hourly rates with an estimated fee of $75,000.00 plus reimbursables at $0.00 with a total not to exceed amount of $75,000.00. Payments to be made monthly.

This contract is for one (1) year with the option to renew for an additional two (2) years.

3. **SUBMITTED**

Submitted by: _____ Date: 2-16-11

Dennis J. Giordano

4. **APPROVAL**

Approved by: _____ Date: _____

Roger Carlton, Town Administrator

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	47
PROJECT NAME	Surfside IT Services
	CGA Proposal No. 11-3895
DESCRIPTION	Surfside IT Services

TITLE	RATE	HOURS/UNITS	COST
Unit	$75,000.00	1	$75,000.00
			$75,000.00

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$75,000.00**
TOTAL	**$75,000.00**

Reviewed by: _____

Roger Carlton, Town Administrator

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

TOWN OF SURFSIDE
PROFESSIONAL FEE SCHEDULE

Principal	206.00
Executive Assistant	72.10

ENGINEERING

Associate, Engineering	180.25
Director, Engineering	154.50
Project Manager	133.90
Resident Inspector	123.60
Project Engineer	123.60
Engineer	103.00
Jr. Engineer	87.55
Senior CADD Technician	103.00
CADD Technician	82.40
Traffic Technician	77.25
Permit Administrator	77.25
Clerical	72.10

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	154.50
GIS Coordinator	133.90
GIS Specialist	113.30
Multi-Media 3D Developer	92.70
GIS Technician	82.40
Sr. Applications Developer	164.80
Applications Developer	123.60
Network Administration	133.90
System Support Specialist	113.30
IT Support Specialist	82.40

CONSTRUCTION

Associate, Construction	154.50
Construction Management Director	123.60
Senior Inspector	92.70

EMERGENCY MANAGEMENT

Director	133.90
Planner	92.70
Jr. Planner	77.25

PLANNING

Associate, Planning	154.50
Director of Planning	133.90
Planning Administrator	123.60
Assistant Director	113.30
Planner	92.70
Jr. Planner	77.25

EXPERT WITNESS

Principal/Associate	309.00
Registered Engineer/Surveyor	257.50
Project Engineer	206.00

LANDSCAPE ARCHITECT

Associate, Landscape	154.50
Senior Landscape Architect	118.45
Environmental Administrator	113.30
Landscape Architect	103.00
Environmental Specialist	92.70
Landscape CADD Technician	82.40
Environmental Assistant	72.10

SURVEYING

Associate, Surveying	164.80
Hydrographic Survey Crew	334.75
G.P.S. Survey Crew	144.20
Survey Crew	128.75
Senior Registered Surveyor	133.90
Survey Coordinator	87.55
CADD Technician	82.40
Submeter G.P.S	66.95

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	103.00
Environmental Scientist	87.55

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utilitiy & Community Maintenance Services

1800 Eller Drive, Suite 600
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Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

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Effective November 14, 2008

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: February 14, 2011

Mr. Roger Carlton
Town Administrator
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 47
Surfside IT Services
CGA Proposal No. 11-3895

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Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

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RESOLUTION NO. 11-2014

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE REAPPROPRIATION OF FUND BALANCE (RESERVES) TO THE OFFICE OF TOWN CLERK/DIRECTOR OF ADMINISTRATIVE SERVICES BUDGET; AMENDING THE TOWN'S BUDGET FOR FISCAL YEAR 2010-2011; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside Police Department has undergone a staff re-organization and the officer who maintained the Police Department IT equipment has been re-assigned to other duties; and

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WHEREAS, Calvin Giordano and Associates currently has the contract to maintain the Town's IT services at a cost of $51,499.92 annually; and

WHEREAS, the cost to include IT maintenance for the Police Department is an additional $23,550.08; and

WHEREAS, the current Office of Town Clerk/Director of Administrative Services for Fiscal Year 2010-2011 does not have sufficient funds, thereby necessitating a re-appropriation of Fund Balance (reserves) from the General Fund Account Number 001-0000-392-000 in the amount of $13,738 (seven months proration of $23,550 annually) to be distributed into Professional Services Account Number 001-2400-519-3410.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA,

Section 1. **Recitals.** That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. **Budget Amendment.** In accordance with Section 62 of the Town Charter and the budget adopted for Fiscal Year 2010 – 2011 is amended by re-appropriating the amount of $13,738 of Fund Balance (reserves) from the General Fund Account Number 001-0000-392-000 to be distributed into Professional Services Account Number 001-2400-519-3410.

Section 3. **Implementation.** The Town Manager and the Town Clerk are hereby authorized to take any and all action necessary to implement this Resolution and Agreement in accordance with the terms, conditions and purposes of this Resolution and Agreement.

Section 4. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

Motion by Commissioner Karukin, Second by Commissioner Kopelman.

PASSED AND ADOPTED this 8 day of March, 2011

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin	Yes
Commissioner Edward Kopelman	Yes
Commissioner Marta Olchyk	Yes
Vice Mayor Joseph Graubart	No
Mayor Daniel Dietch	Yes

Daniel Dietch, Mayor

Resolution No. 11-2014

ATTEST:

Debra E. Eastman, MMC
Town Clerk

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

Lynn M. Dannheisser
Town Attorney

TOWN OF SURFSIDE

Surfside IT Services

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Data Technologies & Development Services

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   - Additional coverage for new Police Department services will be performed remotely or on-site, whichever is most efficient or effective to resolve issues swiftly. Support staff will have the level of expertise required to complete the task.

2. Maintain current inventory of all Town owned computer and network.

3. Maintain current inventory of all Town owned software licenses.

4. Identify network vulnerabilities and present solutions to the Town Administrator.

5. Monitor / Support Firewall.

   - Monitor VPN clients for mobile laptops.

6. Converting documents for Website posting

7. Providing specs and ordering computers and other devices.

8. Channel 77

   - Monitor SCALA system used to post Town related announcements.

   - Post and remove Town announcements as directed by Town staff.

B. End User/Desktop Support

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2. Change/Reset user passwords.

3. Troubleshoot all computer related issues.

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2. Train users on proper file sharing methods.

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2. Install network printers on user workstations.

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2. Monitor email archiving for compliance with state retention requirements.

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1. Implement defined security policies for all Town staff internally and remotely.

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1. Perform duties related to recording events for broadcasting.

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2. E911 / DMS system support.

3. IT services beyond the Town's normal hours of operation. Normal hours of operation determined to be 8-5, M-F, excluding Holidays.

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5. GIS Support

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   - Network Administrator: $155.00 hourly
   - Sr. Application Development: $165.00 hourly
   - System Support Specialist: $115.00 hourly
   - Desktop Support Specialist: $85.00 hourly
   - GIS Specialist: $125.00 hourly
   - Creative Director: $125.00 hourly (web development)

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $75,000.00 plus reimbursables at $0.00 with a total not to exceed amount of $75,000.00. Payments to be made monthly.

This contract is for one (1) year with the option to renew for an additional two (2) years.

3. SUBMITTED

Submitted by: _____ Date: 2-16-11

Dennis J. Giordano

4. APPROVAL

Approved by: _____ Date: _____

Roger Carlton, Town Administrator

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	47
PROJECT NAME	Surfside IT Services
	CGA Proposal No. 11-3895
DESCRIPTION	Surfside IT Services

TITLE	RATE	HOURS/UNITS	COST
Unit	$75,000.00	1	$75,000.00
			$75,000.00

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$75,000.00**
TOTAL	**$75,000.00**

Reviewed by: _____

Roger Carlton, Town Administrator

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

TOWN OF SURFSIDE
PROFESSIONAL FEE SCHEDULE

Principal	206.00
Executive Assistant	72.10
ENGINEERING	
Associate, Engineering	180.25
Director, Engineering	154.50
Project Manager	133.90
Resident Inspector	123.60
Project Engineer	123.60
Engineer	103.00
Jr. Engineer	87.55
Senior CADD Technician	103.00
CADD Technician	82.40
Traffic Technician	77.25
Permit Administrator	77.25
Clerical	72.10
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	154.50
GIS Coordinator	133.90
GIS Specialist	113.30
Multi-Media 3D Developer	92.70
GIS Technician	82.40
Sr. Applications Developer	164.80
Applications Developer	123.60
Network Administration	133.90
System Support Specialist	113.30
IT Support Specialist	82.40
CONSTRUCTION	
Associate, Construction	154.50
Construction Management Director	123.60
Senior Inspector	92.70
EMERGENCY MANAGEMENT	
Director	133.90
Planner	92.70
Jr. Planner	77.25

PLANNING	
Associate, Planning	154.50
Director of Planning	133.90
Planning Administrator	123.60
Assistant Director	113.30
Planner	92.70
Jr. Planner	77.25
EXPERT WITNESS	
Principal/Associate	309.00
Registered Engineer/Surveyor	257.50
Project Engineer	206.00
LANDSCAPE ARCHITECT	
Associate, Landscape	154.50
Senior Landscape Architect	118.45
Environmental Administrator	113.30
Landscape Architect	103.00
Environmental Specialist	92.70
Landscape CADD Technician	82.40
Environmental Assistant	72.10
SURVEYING	
Associate, Surveying	164.80
Hydrographic Survey Crew	334.75
G.P.S. Survey Crew	144.20
Survey Crew	128.75
Senior Registered Surveyor	133.90
Survey Coordinator	87.55
CADD Technician	82.40
Submeter G.P.S	66.95
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	103.00
Environmental Scientist	87.55

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Building Code Services
Code Enforcement
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Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utilitiy & Community Maintenance Services

1800 Eller Drive, Suite 600
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Phone: 954.921.7781
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www.calvin-giordano.com

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Effective November 14, 2008

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,054

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER	2010-1936	DATE APPROVED	6/08/10	CGA PROJECT NUMBER	10-3280

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
	PROJECT 10-3280 ARRA FDOT RAMPS & LIGHTING	$10,000.00	$10,000.00
000	0.00G+		
ARRA FDOT PO#100054	10,000.00 +		
	1,151.10 -	7/31/10 37579	(1151.10)
	3,516.95 -	8/31/10 37854	(3,516.95)
	2,769.00 -	9/30/10 38080	(2,769.00)
	1,824.78 -	10/31/10 38299	(1,824.78)
	738.17 -	11/30/10 38732	(738.17)
996	0.00G+		
5/31/2010 #37057	965.44 +		
#36572 3/31/10	2,206.72 +		
002	3,172.16G+		
	10,000.00 +		
	3,172.16 +		
002	13,172.16G+	Capital Projects 301-4400-541-6310	
000	ACCOUNT.	HERE ARE FUNDS IN THE ABOVE	
		DEPARTMENT HEAD	

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly)

Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

TOWN OF SURFSIDE
PROFESSIONAL FEE SCHEDULE

Principal	206.00
Executive Assistant	72.10

ENGINEERING

Associate, Engineering	180.25
Director, Engineering	154.50
Project Manager	133.90
Resident Inspector	123.60
Project Engineer	123.60
Engineer	103.00
Jr. Engineer	87.55
Senior CADD Technician	103.00
CADD Technician	82.40
Traffic Technician	77.25
Permit Administrator	77.25
Clerical	72.10

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	154.50
GIS Coordinator	133.90
GIS Specialist	113.30
Multi-Media 3D Developer	92.70
GIS Technician	82.40
Sr. Applications Developer	164.80
Applications Developer	123.60
Network Administration	133.90
System Support Specialist	113.30
IT Support Specialist	82.40

CONSTRUCTION

Associate, Construction	154.50
Construction Management Director	123.60
Senior Inspector	92.70

EMERGENCY MANAGEMENT

Director	133.90
Planner	92.70
Jr. Planner	77.25

PLANNING

Associate, Planning	154.50
Director of Planning	133.90
Planning Administrator	123.60
Assistant Director	113.30
Planner	92.70
Jr. Planner	77.25

EXPERT WITNESS

Principal/Associate	309.00
Registered Engineer/Surveyor	257.50
Project Engineer	206.00

LANDSCAPE ARCHITECT

Associate, Landscape	154.50
Senior Landscape Architect	118.45
Environmental Administrator	113.30
Landscape Architect	103.00
Environmental Specialist	92.70
Landscape CADD Technician	82.40
Environmental Assistant	72.10

SURVEYING

Associate, Surveying	164.80
Hydrographic Survey Crew	334.75
G.P.S. Survey Crew	144.20
Survey Crew	128.75
Senior Registered Surveyor	133.90
Survey Coordinator	87.55
CADD Technician	82.40
Submeter G.P.S	66.95

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	103.00
Environmental Scientist	87.55

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services
Governmental Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

C:\Documents and Settings\SKonz\Local Settings\Temporary Internet Files\Content.Outlook\S9SPK9W7\Surfside Prof Fee Schedule eff Nov 2008.doc

Effective November 14, 2008

RESOLUTION NO. 10-1936

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE CONSTRUCTION OF SOLAR LIGHTS, HANDICAP RAMPS AND PADS ALONG HARDING AVENUE, AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL PURCHASE ORDERS OR OTHER REQUIRED DOCUMENTATION; AUTHORIZING THE FUNDING FROM THE CAPITAL PROJECTS FUND; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside's engineer has determined that the construction of solar lights, handicap ramps, sidewalks and bus stops along Harding Avenue will enhance pedestrian activity along the Town's main corridor.

WHEREAS, the Town's Public Works Department sought quotes from three (3) qualified and experienced firms. All quotes include the required permitting from the relevant agencies, including the Florida Department of Transportation.

WHEREAS, the lowest bidder was Horsepower Electric at a cost not to exceed $139,027.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA,

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization to Purchase. The Town Commission hereby authorizes the construction of solar lights and handicap ramps/pads, by Horsepower Electric at a cost not to exceed $139,027. The Town Manager is authorized to execute any required purchase orders or other required documentation to construct the

improvements. The construction is an American Recovery and Reinvestment Act (ARRA) project and will be reimbursed to the Town as part of this act.

Section 3. Funding. Total construction and engineering costs of $149,027 will be recorded in the Town's Capital Projects Fund (Account No. 301-4400-539-6310 (Infrastructure). Funding for construction of $139,027 to be reimbursed from ARRA project will be recorded in Account No. 301-0000-331-4210 (mass transit-ARRA) while engineering in the amount of $10,000 will be funded with Reserves (Account No. 301-0000-392-0000).

Section 4. Implementation. The Town Manager and the Town Attorney are hereby authorized to take any and all action necessary to implement this Resolution and Agreement in accordance with the terms, conditions and purposes of this Resolution and Agreement.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 8 day of June, 2010.

Daniel Dietch, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

Resolution No. 10-1936

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Exhibit B

EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between **TOWN OF SURFSIDE** (hereinafter called **OWNER**) and Horsepower Electric, Inc. (hereinafter called **CONTRACTOR**).

OWNER and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ADA Ramps, Pads and Solar Lights

Article 2. ENGINEER.

The Project has been designed by:

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

who is hereinafter called **ENGINEER** and who is to act as **OWNER'S** representative, assume all duties and responsibilities and have the rights and authority assigned to **ENGINEER** in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

3.1. The Work will be substantially completed within 60 **calendar days** after the date when the Contract Times commence to run completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 90 **calendar days** after the date when the Contract Times commence to run.

3.2. ***LIQUIDATED DAMAGES.*** **OWNER** and **CONTRACTOR** recognize that time is of the essence of this Agreement and that **OWNER** will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by **OWNER** if the Work is not completed on time. Accordingly, instead of requiring any such proof, **OWNER** and **CONTRACTOR** agree that as liquidated damages for delay (but not as a penalty) **CONTRACTOR** shall pay **OWNER** **One thousand four hundred and twenty three dollars and 00/100** dollars **($1,423.00)** for each day that expires after the time specified in paragraph 3.1 for each Substantial Completion date until the Work is substantially complete. If **CONTRACTOR** shall neglect, refuse or fail to complete the project by the project completion date within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by **OWNER, CONTRACTOR** shall pay **OWNER** **One thousand four hundred and twenty three dollars and 00/100** dollars **($1,423.00)** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay **CONTRACTOR** for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 below:

FOR A LUMP SUM CONTRACT OF:

TOTAL BASE BID (Lump sum, Unit prices, and contingency items)

One Hundred Thirty Nine Thousand Twenty Seven Dollars and cero cents
(use words) **($ 139,027.00)**
figures

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by **ENGINEER** as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.B of the General Conditions.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by **ENGINEER** as provided in the General Conditions.

5.1. ***Progress Payments; Retainage.*** **OWNER** shall make progress payments on account of the contract Price on the basis of **CONTRACTOR's** Applications for Payment as recommended by **ENGINEER**, on or about the **last** day of each month during construction as provided in paragraphs 5.1.1. and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as **ENGINEER** shall determine, or **OWNER** may withhold, in accordance with paragraph 14.02 of the General Conditions.

90 % of Work completed (with the balance being retainage). If Work has been 50% completed as determined by **ENGINEER**, and if the character and progress of the Work have been satisfactory to **OWNER** and **ENGINEER, OWNER**, on recommendation of **ENGINEER**, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

90 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to **OWNER** as provided in paragraph 14.02 of the General Conditions and within Section 9-6.5 partial payments as provided in FDOT Standard Specifications for Road and Bridge Construction.

5.1.2. When circumstances beyond the **CONTRACTORS** control arise (as determined by the **OWNER**) the **OWNER** may allow the total payment to the **CONTRACTOR** to increase to **98%** of the contract price (with the balance being retainage), less such amounts as **ENGINEER** shall determine, only after receipt of the final as-builts and upon substantial

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between **OWNER** and **CONTRACTOR** concerning the Work consist of the following:

8.1. This Agreement (pages 1 to 10, inclusive).

8.2. Exhibits to this Agreement (page) _inclusive).

8.3. Performance, Payment, and other Bonds, identified as exhibits 00600 and 00601 and consisting of 4 pages.

8.4. Notice to Proceed.

8.5. General Conditions (pages 1 to 61, inclusive).

8.6. Supplementary Conditions (pages Xx to XX, inclusive) and any amendments thereto.

8.7. Specifications bearing the title Specifications and consisting of X divisions.

8.8. Drawings consisting of a cover sheet and sheets numbered as specified in the Drawing Index INX-1.

8.9. Addenda No. X through X inclusive.

8.10. **CONTRACTOR's** Bid.

8.11. Documentation submitted by **CONTRACTOR** prior to Notice of Award (pages N/A to N/A inclusive).

8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

8.13 Amendments and Additions to the Standard General Conditions of the Construction Contract and the Supplementary Conditions, identified as exhibits N/A and N/A and consisting of 0 pages.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 13. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. **OWNER** and **CONTRACTOR** each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon **OWNER** and **CONTRACTOR**, who agree that the Contract Documents shall be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5. OTHER PROVISIONS.

9.5.1. DRAWINGS

See Index Sheet on Drawings

9.5.2. In accordance with the indemnification provision contained in the General Conditions, the **CONTRACTOR** agrees to indemnify and save harmless **the TOWN OF SURFSIDE, and their agents and employees**, from or on account of any injuries or damages received or sustained by any person or person during or on account of any operations connected with the construction of all Work; or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said Contractor, subcontractor, agents, servants, or employees; and

9.5.3. The **CONTRACTOR** agrees to maintain in force at all times during the life of the construction, public liability insurance, by separate certificate, in an amount not less than $1,000,000 for injuries, including willful death, to any one person and subject to those same limits for each person, in an amount not less that $1,000,000 for damages as a result of each occurrence and property damage insurance and in an amount not less than $1,000,000 for damages on any one occurrence. Such policy shall specifically protect the **TOWN OF SURFSIDE, AND their agents and employees,** by making them an additional insured, and shall not be modified or canceled without thirty (30) days written notice to the **TOWN OF SURFSIDE.**

9.5.4 Should the final completion and acceptance of the work herein embraced together with any modification or additions be delayed beyond the time herein set because of lace of performance by the Contract, it is understood and agreed that aside from any other liquidated damage per day for such delay from such time until the work is completed and accepted as herein provided, all costs of engineering and inspection on behalf of the Owner will be charged to the contractor and deducted from any estimate or payment otherwise due and payable to him from time to time. The costs of engineering and inspection which may be charged to the Contractor by the Owner under this article shall be equal to the Engineer's charges to the Owner.

IN WITNESS WHEREOF, OWNER and **CONTRACTOR** have signed this Agreement in Five (5) parts. One counterpart each has been delivered to **OWNER, CONTRACTOR** and **ENGINEER.** All portions of the Contract Documents have been signed, initialed or identified by **OWNER** and **CONTRACTOR** or identified by **ENGINEER** on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

ATTEST: _____ _____

_____ _____

_____

By _____

[CORPORATE SEAL] **[CORPORATE SEAL]**

Address for giving notices

_____

_____

License No. _____

Agent for service of process

(If CONTRACTOR is a corporation, attached evidence of authority to sign).

SIGNATURE PAGE FOR CONTRACTS/AGREEMENTS
TOWN EXECUTIONS

IN WITNESS WHEREOF, the parties hereto have made and executed this (Agreement or Contract) on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the ____ day of _____, _____; and CONTRACTOR authorized to execute same.

TOWN OF SURFSIDE, through its
Town Commission

ATTEST:

By:_____
Daniel Dietch, Mayor

_____ _____day of _____,2010
Town Clerk

Approved as to form and legality by
Office of the Town Attorney

By:_____
Town Manager

_____day of _____,2010

By:_____
Town Attorney

_____day of _____,2010

(TOWN SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of _____, and that _____, who signed the Bid with Town of Surfside, Dade County Florida for _____ _____, Town Bid No. _____, is _____ of said Corporation with full authority to sign said Bid on behalf of the Corporation.

Signed and sealed this ____ day of _____, 20__.

(SEAL)

_____
Signature

_____
Typed w/Title

STATE OF FLORIDA
COUNTY OF DADE

SWORN TO AND SUBSCRIBED before me this ___ day of _____, 20__.

My Commission Expires:

_____
Notary Public

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ADA Ramps, Pads, and Solar Lights
Town of Surfside

Bid Item	Description	Quanity	Unit	Unit Price	Total
I.	**General**				
1	Mobilzation/Demobilization per FDOT (<5%)	1	LS	$3,372.00	$3,372.00
2	Maintenance of Traffic per FDOT	1	LS	$1,230.00	$1,230.00
3	Site Preparation and Restoration	1	LS	$1,800.00	$1,800.00
	General Bid Amount				**$6,402.00**
II.	**ADA Ramps & Solar Lighting**				
4	ADA Ramp and Curb Demolition	8	EA	$1,550.00	$12,400.00
5	Sidewalk Demolition	100	SY	$30.00	$3,000.00
6	Existing Bench and Trashcan relocation	13	EA	$125.00	$1,625.00
7	Bus Stop ADA Pad	13	EA	$200.00	$2,600.00
8	Sidewalk Concrete Restoration	100	SY	$50.00	$5,000.00
9	Solar Light Assembly with Pole	6	EA	$18,000.00	$108,000.00
Total Base Bid Amount (Item I and II)					**$139,027.00**

Total Base Bid in Words

Unit prices include all material, equipment and labor for one unit at locations designated by the Town. Quanties and locations are approximate and may increse or decrease at the discretion of the Town at no additional cost.

Contractor

Date

Town of Surfside, FL
Capital Improvement Project

Project:	AARA / LAP		
Priority:	2	**Project Manager:**	Calvin, Giordano, & Associates
Department:	Public Works	**Division:**	AARA / LAP Projects
Project Location:	Town-wide - Transportation		

Fiscal Year:	**FY 10**	**FY 11**	**FY 12**	**FY 13**	**FY 14**	**5 year Total**	**PRIOR FYs**
Plans and Studies:							
Engineering/ Architecture:	$10,000					**$10,000**	
Land Acquisition/ Site Preparation:							
Construction:	$139,027					**$139,027**	
Equipment/ Furnishings:							
Contingency							
TOTAL COST:	**$149,027**					**$149,027**	
Revenue Source:	**LAP/CPF**						

Description (Justification and Explanation)

93RD Street Solar Lighting Pilot Project: Furnish and install ten solar-powered street lights as part of a Green Town pilot project. The Town leases or owns hundreds of lights and desires to reduce the annual energy cost, while producing pollution free energy. No trenching or special wiring will be required, and no electrical grid or power source will be needed for normal or emergency conditions.

Collins & Harding Avenue ADA Ramps for Bus Stop Access: The Town of Surfside has identified 28 handicap ramps and 13 wheelchair accessory pads that qualify need to be ADA compliant in order to comply with the many varied federal and state regulations. In addition, there are other ADA ramps that only need detectable warnings, which can be surface applied rather than replacing the entire ramp with new concrete. Furthermore, some sidewalk repairs are required.

This project provides ADA access to Bus stops and ingress/egress from Buses. It also provides a solar lighting pilot program for the Town.

The Town's commitment to this project is $10,000. The balance is provided through outside funding through the Metropolitan Planning Organization's (MPO) Local Area Project (LAP) funds.

Future Annualized Impact on Operating Budget

Personnel:		The anticipated recurring impact of this project is a net positive as the lower costs for energy costs will be ongoing. The costs for maintain these lights is not a factor as the maintenance burden will not be increased from its current condition.
Operating:	0.00	
Replacement Costs:		
Revenue/Other:	Debt Service = $_____	
Total:	$_____	

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RESOLUTION NO. 10-1936

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE CONSTRUCTION OF SOLAR LIGHTS, HANDICAP RAMPS AND PADS ALONG HARDING AVENUE, AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL PURCHASE ORDERS OR OTHER REQUIRED DOCUMENTATION; AUTHORIZING THE FUNDING FROM THE CAPITAL PROJECTS FUND; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside's engineer has determined that the construction of solar lights, handicap ramps, sidewalks and bus stops along Harding Avenue will enhance pedestrian activity along the Town's main corridor.

WHEREAS, the Town's Public Works Department sought quotes from three (3) qualified and experienced firms. All quotes include the required permitting from the relevant agencies, including the Florida Department of Transportation.

WHEREAS, the lowest bidder was Horsepower Electric at a cost not to exceed $139,027.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA,

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization to Purchase. The Town Commission hereby authorizes the construction of solar lights and handicap ramps/pads, by Horsepower Electric at a cost not to exceed $139,027. The Town Manager is authorized to execute any required purchase orders or other required documentation to construct the

improvements. The construction is an American Recovery and Reinvestment Act (ARRA) project and will be reimbursed to the Town as part of this act.

Section 3. Funding. Total construction and engineering costs of $149,027 will be recorded in the Town's Capital Projects Fund (Account No. 301-4400-539-6310 (Infrastructure). Funding for construction of $139,027 to be reimbursed from ARRA project will be recorded in Account No. 301-0000-331-4210 (mass transit-ARRA) while engineering in the amount of $10,000 will be funded with Reserves (Account No. 301-0000-392-0000).

Section 4. Implementation. The Town Manager and the Town Attorney are hereby authorized to take any and all action necessary to implement this Resolution and Agreement in accordance with the terms, conditions and purposes of this Resolution and Agreement.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 8 day of June, 2010.

Daniel Dietch, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

Resolution No. 10-1936

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Exhibit B

EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between **TOWN OF SURFSIDE** (hereinafter called **OWNER**) and Horsepower Electric, Inc. (hereinafter called **CONTRACTOR**).

OWNER and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ADA Ramps, Pads and Solar Lights

Article 2. ENGINEER.

The Project has been designed by:

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

who is hereinafter called **ENGINEER** and who is to act as **OWNER'S** representative, assume all duties and responsibilities and have the rights and authority assigned to **ENGINEER** in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

3.1. The Work will be substantially completed within 60 **calendar days** after the date when the Contract Times commence to run completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 90 **calendar days** after the date when the Contract Times commence to run.

3.2. ***LIQUIDATED DAMAGES.*** **OWNER** and **CONTRACTOR** recognize that time is of the essence of this Agreement and that **OWNER** will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by **OWNER** if the Work is not completed on time. Accordingly, instead of requiring any such proof, **OWNER** and **CONTRACTOR** agree that as liquidated damages for delay (but not as a penalty) **CONTRACTOR** shall pay **OWNER** **One thousand four hundred and twenty three dollars and 00/100** dollars **($1,423.00)** for each day that expires after the time specified in paragraph 3.1 for each Substantial Completion date until the Work is substantially complete. If **CONTRACTOR** shall neglect, refuse or fail to complete the project by the project completion date within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by **OWNER, CONTRACTOR** shall pay **OWNER** **One thousand four hundred and twenty three dollars and 00/100** dollars **($1,423.00)** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay **CONTRACTOR** for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 below:

FOR A LUMP SUM CONTRACT OF:

TOTAL BASE BID (Lump sum, Unit prices, and contingency items)

One Hundred Thirty Nine Thousand Twenty Seven Dollars and cero cents
(use words) **($ 139,027.00)**
figures

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by **ENGINEER** as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.B of the General Conditions.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by **ENGINEER** as provided in the General Conditions.

5.1. ***Progress Payments; Retainage.*** **OWNER** shall make progress payments on account of the contract Price on the basis of **CONTRACTOR's** Applications for Payment as recommended by **ENGINEER**, on or about the **last** day of each month during construction as provided in paragraphs 5.1.1. and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as **ENGINEER** shall determine, or **OWNER** may withhold, in accordance with paragraph 14.02 of the General Conditions.

90 % of Work completed (with the balance being retainage). If Work has been 50% completed as determined by **ENGINEER,** and if the character and progress of the Work have been satisfactory to **OWNER** and **ENGINEER, OWNER**, on recommendation of **ENGINEER**, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

90 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to **OWNER** as provided in paragraph 14.02 of the General Conditions and within Section 9-6.5 partial payments as provided in FDOT Standard Specifications for Road and Bridge Construction.

5.1.2. When circumstances beyond the **CONTRACTORS** control arise (as determined by the **OWNER**) the **OWNER** may allow the total payment to the **CONTRACTOR** to increase to **98%** of the contract price (with the balance being retainage), less such amounts as **ENGINEER** shall determine, only after receipt of the final as-builts and upon substantial

completion of the project and in accordance with Paragraph 14.02 of the General Conditions.

5.2. ***Final Payment.*** Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, **OWNER** shall pay the remainder of the Contract Price as recommended by **ENGINEER** as provided in said paragraph 14.07.

Article 6. INTEREST. (Not Applicable)

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce **OWNER** to enter into this Agreement **CONTRACTOR** makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1. of the General Conditions. **CONTRACTOR** accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extend of the "technical data" contained in such reports and drawings upon which **CONTRACTOR** is entitled to rely as provided in paragraph 4.2 of the General Conditions. **CONTRACTOR** acknowledges that such reports and drawings are not Contract Documents and may not be complete for **CONTRACTOR's** purposes. **CONTRACTOR** acknowledges that **OWNER** and **ENGINEER** do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. **CONTRACTOR** has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by **CONTRACTOR** and safety precautions and programs incident thereto. **CONTRACTOR** does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by **OWNER** and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to **CONTRACTOR**, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given **ENGINEER** written notice of all conflicts, errors, ambiguities or discrepancies that **CONTRACTOR** has discovered in the Contract Documents and the written resolution thereof by **ENGINEER** is acceptable to **CONTRACTOR,** and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between **OWNER** and **CONTRACTOR** concerning the Work consist of the following:

8.1. This Agreement (pages 1 to 10, inclusive).

8.2. Exhibits to this Agreement (page) _inclusive).

8.3. Performance, Payment, and other Bonds, identified as exhibits 00600 and 00601 and consisting of 4 pages.

8.4. Notice to Proceed.

8.5. General Conditions (pages 1 to 61, inclusive).

8.6. Supplementary Conditions (pages Xx to XX, inclusive) and any amendments thereto.

8.7. Specifications bearing the title Specifications and consisting of X divisions.

8.8. Drawings consisting of a cover sheet and sheets numbered as specified in the Drawing Index INX-1.

8.9. Addenda No. X through X inclusive.

8.10. **CONTRACTOR's** Bid.

8.11. Documentation submitted by **CONTRACTOR** prior to Notice of Award (pages N/A to N/A inclusive).

8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

8.13 Amendments and Additions to the Standard General Conditions of the Construction Contract and the Supplementary Conditions, identified as exhibits N/A and N/A and consisting of 0 pages.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 13. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. **OWNER** and **CONTRACTOR** each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon **OWNER** and **CONTRACTOR**, who agree that the Contract Documents shall be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5. OTHER PROVISIONS.

9.5.1. DRAWINGS

See Index Sheet on Drawings

9.5.2. In accordance with the indemnification provision contained in the General Conditions, the **CONTRACTOR** agrees to indemnify and save harmless **the TOWN OF SURFSIDE, and their agents and employees**, from or on account of any injuries or damages received or sustained by any person or person during or on account of any operations connected with the construction of all Work; or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said Contractor, subcontractor, agents, servants, or employees; and

9.5.3. The **CONTRACTOR** agrees to maintain in force at all times during the life of the construction, public liability insurance, by separate certificate, in an amount not less than $1,000,000 for injuries, including willful death, to any one person and subject to those same limits for each person, in an amount not less that $1,000,000 for damages as a result of each occurrence and property damage insurance and in an amount not less than $1,000,000 for damages on any one occurrence. Such policy shall specifically protect the **TOWN OF SURFSIDE, AND their agents and employees,** by making them an additional insured, and shall not be modified or canceled without thirty (30) days written notice to the **TOWN OF SURFSIDE.**

9.5.4 Should the final completion and acceptance of the work herein embraced together with any modification or additions be delayed beyond the time herein set because of lace of performance by the Contract, it is understood and agreed that aside from any other liquidated damage per day for such delay from such time until the work is completed and accepted as herein provided, all costs of engineering and inspection on behalf of the Owner will be charged to the contractor and deducted from any estimate or payment otherwise due and payable to him from time to time. The costs of engineering and inspection which may be charged to the Contractor by the Owner under this article shall be equal to the Engineer's charges to the Owner.

IN WITNESS WHEREOF, OWNER and **CONTRACTOR** have signed this Agreement in Five (5) parts. One counterpart each has been delivered to **OWNER, CONTRACTOR** and **ENGINEER.** All portions of the Contract Documents have been signed, initialed or identified by **OWNER** and **CONTRACTOR** or identified by **ENGINEER** on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

ATTEST: _____

_____

_____

_____

By _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Address for giving notices

_____

_____

License No. _____

Agent for service of process

(If CONTRACTOR is a corporation, attached evidence of authority to sign).

SIGNATURE PAGE FOR CONTRACTS/AGREEMENTS
TOWN EXECUTIONS

IN WITNESS WHEREOF, the parties hereto have made and executed this (Agreement or Contract) on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the ____ day of _____, _____; and CONTRACTOR authorized to execute same.

TOWN OF SURFSIDE, through its
Town Commission

ATTEST:

By:_____
Daniel Dietch, Mayor

_____day of _____,2010

_____
Town Clerk

Approved as to form and legality by
Office of the Town Attorney

By:_____
Town Manager

_____day of _____,2010

By:_____
Town Attorney

_____day of _____,2010

(TOWN SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of _____, and that _____, who signed the Bid with Town of Surfside, Dade County Florida for _____ _____, Town Bid No. _____, is _____ of said Corporation with full authority to sign said Bid on behalf of the Corporation.

Signed and sealed this ____ day of _____, 20__.

(SEAL)

_____
Signature

_____
Typed w/Title

STATE OF FLORIDA
COUNTY OF DADE

SWORN TO AND SUBSCRIBED before me this ___ day of _____, 20__.

My Commission Expires:

_____
Notary Public

CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, _____, certify that I am the _____ of _____, who signed the Bid with Town of Surfside, Dade County Florida for the project titled _____ _____, Consultant Project No. _____, and that the following persons have the authority to sign payment requests on behalf of the Corporation:

_____
(Signature) (Typed Name w/Title)

_____
(Signature) (Typed Name w/Title)

_____
(Signature) (Typed Name w/Title)

Signed and sealed this ____ day of _____, 20__.

(SEAL)

_____
Signature

_____
Typed w/Title

STATE OF FLORIDA
COUNTY OF DADE

SWORN TO AND SUBSCRIBED before me this ___ day of _____, 20__.

My Commission Expires:

_____
Notary Public

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ADA Ramps, Pads, and Solar Lights
Town of Surfside

Bid Item	Description	Quanity	Unit	Unit Price	Total
I.	**General**				
1	Mobilzation/Demobilization per FDOT (<5%)	1	LS	$3,372.00	$3,372.00
2	Maintenance of Traffic per FDOT	1	LS	$1,230.00	$1,230.00
3	Site Preparation and Restoration	1	LS	$1,800.00	$1,800.00
	General Bid Amount				**$6,402.00**
II.	**ADA Ramps & Solar Lighting**				
4	ADA Ramp and Curb Demolition	8	EA	$1,550.00	$12,400.00
5	Sidewalk Demolition	100	SY	$30.00	$3,000.00
6	Existing Bench and Trashcan relocation	13	EA	$125.00	$1,625.00
7	Bus Stop ADA Pad	13	EA	$200.00	$2,600.00
8	Sidewalk Concrete Restoration	100	SY	$50.00	$5,000.00
9	Solar Light Assembly with Pole	6	EA	$18,000.00	$108,000.00
	Total Base Bid Amount (Item I and II)				**$139,027.00**

Total Base Bid in Words

Unit prices include all material, equipment and labor for one unit at locations designated by the Town. Quanties and locations are approximate and may increse or decrease at the discretion of the Town at no additional cost.

Contractor

Date

Town of Surfside, FL
Capital Improvement Project

Project:	AARA / LAP		
Priority:	2	**Project Manager:**	Calvin, Giordano, & Associates
Department:	Public Works	**Division:**	AARA / LAP Projects
Project Location:	Town-wide - Transportation		

Fiscal Year:	**FY 10**	**FY 11**	**FY 12**	**FY 13**	**FY 14**	**5 year Total**	**PRIOR FYs**
Plans and Studies:							
Engineering/ Architecture:	$10,000					**$10,000**	
Land Acquisition/ Site Preparation:							
Construction:	$139,027					**$139,027**	
Equipment/ Furnishings:							
Contingency							
TOTAL COST:	**$149,027**					**$149,027**	
Revenue Source:	**LAP/CPF**						

Description (Justification and Explanation)

93RD Street Solar Lighting Pilot Project: Furnish and install ten solar-powered street lights as part of a Green Town pilot project. The Town leases or owns hundreds of lights and desires to reduce the annual energy cost, while producing pollution free energy. No trenching or special wiring will be required, and no electrical grid or power source will be needed for normal or emergency conditions.

Collins & Harding Avenue ADA Ramps for Bus Stop Access: The Town of Surfside has identified 28 handicap ramps and 13 wheelchair accessory pads that qualify need to be ADA compliant in order to comply with the many varied federal and state regulations. In addition, there are other ADA ramps that only need detectable warnings, which can be surface applied rather than replacing the entire ramp with new concrete. Furthermore, some sidewalk repairs are required.

This project provides ADA access to Bus stops and ingress/egress from Buses. It also provides a solar lighting pilot program for the Town.

The Town's commitment to this project is $10,000. The balance is provided through outside funding through the Metropolitan Planning Organization's (MPO) Local Area Project (LAP) funds.

Future Annualized Impact on Operating Budget

Personnel:		The anticipated recurring impact of this project is a net positive as the lower costs for energy costs will be ongoing. The costs for maintain these lights is not a factor as the maintenance burden will not be increased from its current condition.
Operating:	0.00	
Replacement Costs:		
Revenue/Other:	Debt Service = $_____	
Total:	$_____	

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RESOLUTION NO. 11-2003

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING WORK AUTHORIZATION NUMBER 46 WITH CALVIN, GIORDANO AND ASSOCIATES, INC. FOR THE PAVEMENT RESTORATION PLAN AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside wishes to obtain services for civil engineering for the pavement restoration plan within the Town of Surfside; and

WHEREAS, Calvin, Giordano and Associates, Inc. will provide the civil engineering services; and

WHEREAS, Work Authorization No. 46 is attached as "Exhibit A";

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:

Section 1. That the above and foregoing recitals are true and correct.

Section 2. That the Commission approves and authorizes Work Order No. 46 attached as "Exhibit A".

Section 4. The Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 18th day of January, 2011.

Motion by Commissioner Kopelman, Second by Commissioner Karukin

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin Yes
Commissioner Edward Kopelman Yes

Commissioner Marta Olchyk yes
Vice Mayor Joe Graubart No
Mayor Daniel Dietch yes

Daniel Dietch, Mayor

Attest:

Debra E. Eastman, MMC
Town Clerk

Approved as to form and legal sufficiency:

Lynn M. Dannheisser
Town Attorney

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EXHIBIT A

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: December 3, 2010

Mr. Roger Carlton
Town Administrator
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

RE: Work Authorization No. 46
Surfside Infrastructure Improvements - Pavement Restoration Plan
CGA Proposal No. 10-3832.1

Dear Mr. Carlton,

Enclosed for your review and approval is Work Authorization No. 46 for Surfside Infrastructure Improvements - Pavement Restoration Plan. The scope of the project includes Pavement Restoration Plan.

The Scope of Services to be furnished under this Work Authorization includes Civil Engineering as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $7,463.40.

Carl G review all
500 Surveys

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utilitiy & Community Maintenance Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Work Authorization No. 46
December 3, 2010
Calvin, Giordano & Associates, Inc. Proposal No. 10-3832.1

TOWN OF SURFSIDE

Surfside Infrastructure Improvements - Pavement Restoration Plan

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

I. Professional Engineering Services

A. Civil Engineering

1. Analysis of existing roadway cross slopes in Town ROW from Abbott Avenue West to Bay Drive from the South Corporate limits to 96th Street.

2. Design of proposed roadway cross slopes as part of the Capital Improvement Projects. Design shall provide recommendation to contractor on mill depths and limits to ensure finished roadway cross slopes do not exceed acceptable standards for safety, comfort and aesthetics. The max differential in slope at the crown shall not exceed 8%.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $7,108.00 plus reimbursables at $355.40 with a total not to exceed amount of $7,463.40. Payments to be made monthly.

3. TIME OF PERFORMANCE:

4. SUBMITTED

Submitted by: _____ Date: 12-8-10
Dennis J. Giordano

5. APPROVAL

Approved by: _____ Date: 12/10/10
Roger Carlton, Town Administrator

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO.	46
PROJECT NAME	Surfside Infrastructure Improvements - Pavement Restoration Plan CGA Proposal No. 10-3832.1
DESCRIPTION	Pavement Restoration Plan

TITLE	RATE	HOURS/UNITS	COST
Engineer II	$106.09	43	$4,561.87
Project Engineer III	$127.31	20	$2,546.20
			$7,108.07

SUB-CONSULTANTS	COST

LABOR SUBTOTAL	**$7,108.07**
REIMBURSABLE SUBTOTAL	**$355.40**
TOTAL	**$7,463.47**

Reviewed by: 12/20/10
Roger Carlton, Town Administrator

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	215.00
Executive Assistant	75.00
ENGINEERING	
Associate, Engineering (VI)	190.00
Director, Engineering (V)	165.00
Project Manager (IV)	145.00
Project Engineer (III)	125.00
Engineer (II)	105.00
Jr. Engineer (I)	100.00
Senior CADD Technician Manager	115.00
CADD Technician	95.00
Traffic Technician	90.00
Permit Administrator	90.00
Clerical	75.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	165.00
GIS Coordinator	145.00
GIS Specialist	125.00
Multi-Media 3D Developer	115.00
GIS Technician	100.00
Sr. Applications Developer	165.00
Applications Developer	135.00
Network Administrator	155.00
System Support Specialist	115.00
IT Support Specialist	85.00
CONSTRUCTION	
Associate, Construction	165.00
Construction Management Director	135.00
Senior Inspector	100.00
Inspector	90.00
EMERGENCY MANAGEMENT	
Director	145.00
Planner	105.00
Jr. Planner	90.00

PLANNING	
Associate, Planning	165.00
Director of Planning	145.00
Planning Administrator	135.00
Assistant Director	125.00
Planner	105.00
Jr. Planner	90.00
EXPERT WITNESS	
Principal/Associate	330.00
Registered Engineer/Surveyor	280.00
Project Engineer	230.00
LANDSCAPE ARCHITECT	
Associate, Landscape	165.00
Senior Landscape Architect	130.00
Environmental Administrator	125.00
Landscape Architect	115.00
Environmental Specialist	105.00
Landscape CADD Technician	95.00
Environmental Assistant	85.00
SURVEYING	
Associate, Surveying	165.00
Senior Registered Surveyor	145.00
Survey Crew	135.00
Registered Surveyor	125.00
Survey Coordinator	105.00
CADD Technician	95.00
3D Laser Scanner	355.00
Hydrographic Survey Crew	330.00
G.P.S. Survey Crew	155.00
Sub-meter G.P.S	75.00
Soft Dig (per hole)	305.00
Utility Locates	205.00
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	115.00
Environmental Scientist	100.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering
Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utilitiy & Community Maintenance Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Effective January 1, 2009

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,011

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER 2008-1810 **DATE APPROVED** 2/26/08 **CGA PROJECT NUMBER** 08-

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	
SURFSIDE COMPREHENSIVE PLAN AMENDMENT	PROFESSIONAL PLANNING SERVICES AS SPECIFIED ON PROPOSAL NO. 08-1614:		$ 13,050.00
	TOTAL AMOUNT		**$13,050.00** A
			TO BE PAID AS ACCRUED
	DEPT. Legislative Planning/Zoning		
	ACCT. # 001-1000-515-49-00 (FY2008) (FY2009) 001-2500-524-3110		
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.		
	DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L Word 9/9/08
Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

February 15, 2008

Ms. Pam Brangaccio
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

RE: Surfside Comprehensive Plan Amendment
CGA Proposal No. 08-1614

Dear Ms. Brangaccio,

We are pleased to submit this proposal for Professional Services on the above referenced project located in the Town of Surfside.

I. Professional Engineering Services

A. Traffic Engineering

1. Trip Generation: A trip generation analysis will be performed for the PM peak hour of the generator.

2. Transportation Concurrency: Based on trip generation analysis. Concurrency options to be developed.

II. Professional Planning Services

A. Prepare all the necessary documents and exhibits required to submit an application for a Land Use Plan Amendment to the Town of Surfside for a Community Facilities Land Use Category and Future Land Use Map Amendment.

B. Attend one Planning and Zoning meeting and two Town Commission meetings.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

C. Hold strategy meetings with Town Staff and Town Attorney.

D. Package amendment and send to the Department of Community Affairs for processing.

E. Update the Comprehensive Plan after the Land Use amendment is adopted.

F. Create a new Future Land Use Map after the amendment is adopted.

G. Create a proposed zoning map.

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 ensure 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**	**$3,015.00**
II	**Professional Planning Services**	**$13,050.00**
III	**Meetings not included in I thru II**	**Hourly**
	TOTAL Lump Sum (Plus Hourly Services)	**$16,065.00**

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

PROFESSIONAL FEE SCHEDULE

Principal	200.00

ENGINEERING

Associate, Engineering (VI)	175.00
Director, Engineering (V)	150.00
Project Manager (IV)	130.00
Resident Inspector	120.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	85.00
Senior CADD Technician Manager	100.00
CADD Technician	80.00
Traffic Technician	75.00
Permit Administrator	75.00
Clerical	70.00

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	150.00
GIS Coordinator	130.00
GIS Specialist	110.00
Multi-Media 3D Developer	90.00
GIS Technician	80.00
Sr. Applications Developer	
Private	160.00
Public	160.00
Applications Developer	
Private	120.00
Public	120.00
Network Engineer	130.00

CONSTRUCTION

Associate, Construction	150.00
Construction Management Director	120.00
Senior Inspector	90.00

EMERGENCY MANAGEMENT

Director	130.00
Planner	90.00
Jr. Planner	75.00

Executive Assistant	70.00

PLANNING

Associate, Planning	150.00
Director of Planning	130.00
Planning Administrator	120.00
Assistant Director	110.00
Planner	90.00
Jr. Planner	75.00

EXPERT WITNESS

Principal/Associate	300.00
Registered Engineer/Surveyor	250.00
Project Engineer	200.00

LANDSCAPE ARCHITECT

Associate, Landscape	150.00
Senior Landscape Architect	115.00
Environmental Administrator	110.00
Landscape Architect	100.00
Environmental Specialist	90.00
Landscape CADD Technician	80.00
Environmental Assistant	70.00

SURVEYING

Associate, Surveying	160.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	140.00
Survey Crew	125.00
Senior Registered Surveyor	130.00
Survey Coordinator	85.00
CADD Technician	80.00
Submeter G.P.S	65.00

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	100.00
Environmental Scientist	85.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvin-giordano.com

Effective July 1, 2006

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. agrees to indemnify, hold harmless and, at CLIENT's option, defend or pay for an attorney selected by CLIENT, to defend CLIENT, 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 Calvin, Giordano & Associates, Inc.
- 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.

Shelley Eichner

Shelley Eichner, AICP
Vice President

Cost of these services are $16,065.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: Shelley Eichner Date: 2/15/08
Name: Shelley Eichner, AICP
Title: Vice President

By: Pam Brangaccio Date: 2/26/08
Name: Ms. Pam Brangaccio
Title: Town Manager

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RESOLUTION NO. 2008-1810

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES RELATED THE TOWN OF SURFSIDE COMPREHENSIVE PLAN AMENDMENT BETWEEN THE TOWN OF SURFSIDE AND CALVIN, GIORANO AND ASSOCIATES, INC., PROVIDING FOR IMPLEMENTATION OF AGREEMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Town previously requested qualifications from qualified architects which resulted in the selection of Calvin, Giordano & Associates, Inc. ("Consultant") to provide continuing professional services to the Town; and

WHEREAS, the Town wishes to engage Consultant to provide Professional Engineering Services related to the Town's Comprehensive Plan Amendment, that is within the scope of services in the Professional Services Agreement by and between the Town and Consultant entered into on _____; and

WHEREAS, the Town finds that it is in the best interest of the Town to further engage Consultant to perform the work outlined in the Work Authorization Agreement attached as Exhibit "A"; and

WHEREAS, the Consultant is willing and able to perform such professional, services for the Town within the basic terms and conditions set forth in the Agreement attached as Exhibit "A"; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Agreement Approved.** That the Agreement, in substantially the form attached hereto, between the Town and Consultant is hereby approved, and the Town Mayor is hereby authorized to execute the Agreement, on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

Section 3. **Implementation.** That the Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution and the Agreement in accordance with the terms, conditions and purposes of this Resolution and the Agreement.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and **ADOPTED** on this 26th day of February, 2008.

Charles W. Burkett, Mayor

Attest:

Beatris M. Arguelles, CMC
Town Clerk

APPROVED AND TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

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WORK AUTHORIZATION AGREEMENT
FOR PROFESSIONAL SERVICES RELATED TO
COMPREHENSIVE PLAN AMENDMENTS
BETWEEN

TOWN OF SURFSIDE, FLORIDA

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS WORK AUTHORIZATION AGREEMENT is made and entered into this 26th day of Feb., 2008, by and between the TOWN OF SURFSIDE, a Florida municipal corporation (the "TOWN"), and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation (the "CONSULTANT") (each a "Party", collectively, (the "Parties").

WHEREAS, pursuant to Competitive Consultants Negotiation Act, Section 287.055, Florida Statutes ("CCNA"), the TOWN requested qualifications from qualified architects and selected the CONSULTANT to act as the Town's Consulting, Planning, Engineering, Building and Code Compliance firm in a continuing contract for services, "(Professional Services"); and

WHEREAS, the TOWN, pursuant to a Request for Qualifications selected CONSULTANT to perform the aforementioned services as an independent contractor to TOWN; and

WHEREAS, the TOWN and CONSULTANT entered into a professional services agreement ("Professional Services Agreement") to perform the aforementioned services; and

WHEREAS, pursuant to the Professional Services Agreement, the CONSULTANT is willing and able to perform such additional, professional services for the TOWN within the basic terms and conditions set forth in this Work Authorization Agreement; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONSULTANT agree as follows:

SECTION 1. INCORPORATION, CONVENIENCE AND INTENT

The foregoing recitations are true and correct and are hereby incorporate by reference. The Parties acknowledge that services all fall within the requirements of the Florida Consultant's Competitive Negotiation Act (CCNA), Chapter 287.005, Florida Statutes. The Parties further acknowledge that for purposes of contract preparation and convenience, non-CCNA and CCNA

 Re. 2008-1810

services have been combined. As used in this Agreement, Professional Services, shall mean all services that CONSULTANT is required to provide herein.

SECTION 2. SCOPE OF SERVICES.

The CONSULTANT shall perform Professional Services for the TOWN as set forth in CGA Proposal No. 08-1614 (the "Proposal") attached hereto as Exhibit "A". To the extent that the Proposal conflicts with this Agreement, this Agreement shall be controlling.

SECTION 3. FEES FOR SERVICES

3.1 CONSULTANT shall be paid a lump sum amount of SIXTEEN THOUSAND, SIXTY FIVE DOLLARS ($16,065.00) in the manner described in Exhibit "A".

3.2 TOWN shall pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT'S proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement

3.3 Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONSULTANT. When the above reasons for withholding payments are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by TOWN.

SECTION 4. TERM/TERMINATION

4.1 TERM OF AGREEMENT – This Agreement shall commence on the date that this agreement is approved by the is fully executed by all parties and shall continue in full force and effect unless and until it is terminated as provided below.

4.2 TERMINATION – Without Cause – This Agreement may be terminated by TOWN for any reason or no reason upon thirty (30) calendar days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

4.3 TERMINATION – With Cause – This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONSULTANT abandons this Agreement or causes it to be terminated by TOWN, CONSULTANT shall indemnify TOWN against loss pertaining to this

termination, including, but not limited to, reasonable costs incurred in transition to a replacement CONSULTANT.

4.4 TERMINATION – Transfer of Ownership – This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the CONSULTANT. CONSULTANT shall notify Town Manager at least ten (10) business days before any such change in ownership of CONSULTANT.

4.5 Upon termination, CONSULTANT shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. It shall also reasonably assist the TOWN and any replacement consultants in the transition, including taking any acts necessary to allow the transfer of the GIS system.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

a. CONSULTANT has not performed services on a timely basis;
b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
c. CONSULTANT has failed to obtain the approval of the TOWN where required by this Agreement;
d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

5.2. In the event CONSULTANT fails to comply with the provisions of this Agreement, the TOWN may declare the CONSULTANT in default and notify the CONSULTANT in writing. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time, pursuant to Section 4 above, and its right for damages under Section 5.3.

5.3. In an Event of Default by the CONSULTANT, it shall be liable for all damages resulting from the default.

5.4. The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The

TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

SECTION 6. STATUS REPORTS AND UPDATES

On or before the first day of every month, CONSULTANT shall prepare and deliver to the Town Manager status reports showing the status of all pending work authorizations and projects related to this Agreement.

SECTION 7. HOURS OF OPERATION

CONSULTANT shall maintain fully staffed business hours equal to, but not less than, the Town's business hours of 8 AM to 5 PM, Monday through Friday, with the following holidays accepted:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

SECTION 8. POLICY OF NON-DISCRIMINATION

CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION 9. DRUG FREE WORKPLACE

CONSULTANT shall maintain a Drug Free Workplace.

SECTION 10. INDEPENDENT CONTRACTOR

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

SECTION 11. ASSIGNMENT

Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the Town Manager.

SECTION 12. CONFLICTS OF INTEREST

12.1 CONSULTANT shall not perform any services for any private sector clients (including, but not limited to, developers, corporations, real estate investors, etc.) on projects within the jurisdictional boundaries of the TOWN.

12.2 CONSULTANT acknowledges that, in the course of performing the services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the TOWN and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to CONSULTANT or of which CONSULTANT may otherwise become aware are and shall be and remain the confidential information of the TOWN ("Confidential Information"), unless otherwise deemed "public" by law. The CONSULTANT will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. CONSULTANT further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the TOWN or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). CONSULTANT affirms that it will not disclose such information and that if it determines that there could be a conflict, or potential conflict of interest, CONSULTANT and/or its agents will immediately advise the Town Manager.

12.3 CONSULTANT shall not review or perform any services regarding any application made by any client of CONSULTANT, even if the services CONSULTANT

performs for such client are unrelated to the TOWN. In such instance, CONSULTANT shall disclose the relationship immediately to the Town Manager, who may retain an alternate CONSULTANT for those services. If the services relate to a fixed fee service, the fees for the alternate CONSULTANT shall be deducted from the fixed fee paid to CONSULTANT.

12.4 Neither CONSULTANT nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

12.5 CONSULTANT shall immediately notify TOWN if any public records are requested of CONSULTANT and/or if issues are discovered by CONSULTANT that may adversely impact TOWN.

12.6 CONSULTANT further agrees to use best efforts to maintain open, honest and direct communication with the Town Manager and Town Attorney in the performance of services required pursuant to this Agreement.

SECTION 13. INDEMNIFICATION

13.1 CONSULTANT shall indemnify, defend and hold harmless TOWN, its officials, appointed officers, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there from, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONSULTANT, its officials, agents, employees or subcontractors in the performance of the services of CONSULTANT under this Agreement.

13.2 CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 14, Insurance.

13.3 CONSULTANT shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONSULTANT of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

SECTION 14. INSURANCE

14.1 The CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained all insurances required pursuant to the Request for Qualifications. Proof of all insurance policies shall be approved by the Town Manager. CONSULTANT shall not allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.2 CONSULTANT shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with the policy limits outlined below:

- Workers' Compensation Insurance – as required by law.
- Employer's Liability Insurance - $1,000,000 per occurrence.
- Professional Liability Insurance – $1,000,000 per occurrence, $5,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed $100,000.00 per claim.
- Automobile Liability Insurance - $500,000 per occurrence, $500,000 per accident for bodily injury and $500,000 per accident for property damage.

The successful proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the Town of Surfside as additional insured and deductibles for each coverage at amounts approved by the Town Manager. CONSULTANT shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date of execution of this Agreement. Upon request of TOWN, CONSULTANT shall make available for inspection copies of any claims filed or made against any policy during the policy term. CONSULTANT shall additionally notify TOWN, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of $250,000 during the policy term. The Town Manager may require any other insurance coverage it deems necessary depending upon the exposures.

14.3 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Town Manager or designee prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, with financial ratings acceptable to the Town Manager. The TOWN shall be named as an additional insured on all insurance policies.

14.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

SECTION 15. REPRESENTATIVE OF TOWN AND CONSULTANT

15.1 It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONSULTANT designates George Keller as the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

15.2 The parties recognize that George Keller's long history with CONSULTANT and the South Florida community is a material inducement to the TOWN entering into this Agreement. Accordingly, unless excused by the Town Manager, George Keller shall personally attend weekly staff meetings and all regular Commission Meetings.

15.3 The Town Manager shall have the right to require CONSULTANT to change any personnel working on TOWN projects upon providing CONSULTANT with a ten (10) day written notice.

SECTION 16. COSTS AND ATTORNEY'S FEES

If either TOWN or CONSULTANT is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 17. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONSULTANT:

Dennis J. Giordano, President
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Telephone: (954) 921-7791
Facsimile: (954) 921-8807

FOR TOWN:

Pam Brangaccio, Interim Town Manager
Town of Surfside

9293 Harding Street
Surfside, Florida 33154
Telephone: (305) 993-1051
Facsimile: (305) 993-5097

With Copy to:

Lynn Dannheisser, Esq.
Town Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 18. RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE

18.1 Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

18.2 Rights in Data. Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of TOWN and TOWN shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONSULTANT. TOWN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

18.3 Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the Town. CONSULTANT shall not include in the data any copyrighted matter unless CONSULTANT obtains the written approval of the Town Manager and provides said Town Manager with written permission of the copyright owner for CONSULTANT to use such copyrighted matter in the manner provide herein.

18.4 If this Agreement is terminated for any reason prior to completion of the work, the TOWN may, in its discretion, use any design and documents prepared hereunder.

SECTION 19. SUBCONTRACTORS

Subcontractors, if needed, shall be subject to the prior written approval of the Town Manager.

SECTION 20. COMPLIANCE WITH LAWS

CONSULTANT shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

SECTION 21. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

SECTION 22. OWNERSHIP OF DOCUMENTS

CONSULTANT understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONSULTANT or which is otherwise obtained or prepared by CONSULTANT under the terms of this Agreement is and shall at all times remain the property of the TOWN. CONSULTANT agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his sole discretion.

SECTION 23. AUDIT AND INSPECTION RIGHTS

23.1 The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONSULTANT under this Agreement, audit, or cause to be audited, those books and records of CONSULTANT that are related to CONSULTANT's performance under this Agreement. CONSULTANT agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

23.2 The TOWN may, at reasonable times during the term hereof, inspect CONSULTANT's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONSULTANT under this Agreement conform to the terms of this Agreement. CONSULTANT shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

SECTION 24. WARRANTIES OF CONSULTANT

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 25. PUBLIC RECORDS

CONSULTANT understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN 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 by the TOWN.

SECTION 26. NO CONTINGENT FEES

The CONSULTANT (for all services secured pursuant to CCNA, Chapter 287.055, Florida Statutes) warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gist, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 27. GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

SECTION 28. HEADINGS

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

SECTION 29. SEVERABILITY

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

SECTION 30. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

SECTION 31. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32. SURVIVAL OF PROVISIONS

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

SECTION 33. ENTIRE AGREEMENT

33.1 This Agreement and its attachments constitute the entire agreement between CONSULTANT and TOWN, and all negotiations and oral understandings between the parties are merged herein.

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

SECTION 34. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

SECTION 35. CONTENT OF THE REQUEST FOR PROPOSAL

The content of relevant provisions of the Request for Qualifications ("RFQ") are hereby incorporated by reference into this Agreement and is attached as Exhibit "B."

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization Agreement for Professional Services on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its mayor, authorized to execute same by Commission action on the 26th day of Feb, 2008; and Dennis J. Giordano authorized to execute same.

Attest:

Beatris M. Arguelles, Town Clerk

TOWN OF SURFSIDE

By: Pam Brangaccio

Pam Brangaccio, Interim Town Manager

Date: 2/26/08

CALVIN GIORDANO & ASSOCIATES, INC.

By:

Dennis J. Giordano, President

Date: 3-21-08

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE FLORIDA

Town Attorney

Lynn M. Dannheisser

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Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

February 15, 2008

'09 JAN 7 AM11:09

Rec'd TOWN OF SURFSIDE

Ms. Pam Brangaccio
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

RE: Surfside Comprehensive Plan Amendment
CGA Proposal No. 08-1614

Dear Ms. Brangaccio,

We are pleased to submit this proposal for Professional Services on the above referenced project located in the Town of Surfside.

I. Professional Engineering Services

A. Traffic Engineering

1. Trip Generation: A trip generation analysis will be performed for the PM peak hour of the generator.

2. Transportation Concurrency: Based on trip generation analysis. Concurrency options to be developed.

II. Professional Planning Services

A. Prepare all the necessary documents and exhibits required to submit an application for a Land Use Plan Amendment to the Town of Surfside for a Community Facilities Land Use Category and Future Land Use Map Amendment.

B. Attend one Planning and Zoning meeting and two Town Commission meetings.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

C. Hold strategy meetings with Town Staff and Town Attorney.

D. Package amendment and send to the Department of Community Affairs for processing.

E. Update the Comprehensive Plan after the Land Use amendment is adopted.

F. Create a new Future Land Use Map after the amendment is adopted.

G. Create a proposed zoning map.

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 ensure 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**	**$3,015.00**
II	**Professional Planning Services**	**$13,050.00**
III	**Meetings not included in I thru II**	**Hourly**
	TOTAL Lump Sum (Plus Hourly Services)	**$16,065.00**

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. agrees to indemnify, hold harmless and, at CLIENT's option, defend or pay for an attorney selected by CLIENT, to defend CLIENT, 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 Calvin, Giordano & Associates, Inc.
- 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.

Shelley Eichner

Shelley Eichner, AICP
Vice President

Cost of these services are $16,065.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: Shelley Eich Date: 2/15/08
Name: Shelley Eichner, AICP
Title: Vice President

By: Pam Brangaccio Date: 2/26/08
Name: Ms. Pam Brangaccio
Title: Town Manager

As approved by Commission 2/26/08

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,009

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER 2008-1811 **DATE APPROVED** 2/26/08 **CGA PROJECT NUMBER 07-1552**

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
SURFSIDE DRAINAGE IMPROVEMENTS	PROFESSIONAL ENGINEERING SERVICES AS SPECIFIED ON PROPOSAL NO. 07-1552: MEETINGS NOT INCLUDED AS PER BASIS FOR PROPOSAL	HOURLY	
	TOTAL AMOUNT		TO BE PAID MONTHLY AS ACCRUED
	DEPT. Storm Water ACCT. # 404.5500.538.6310 I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L Word
Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

January 24, 2008

Ms. Pam Brangaccio
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

RE: Surfside Drainage Improvements
CGA Proposal No. 07-1552

Dear Ms. Brangaccio,

We are pleased to submit this proposal for Professional Services on the above referenced project located in the City of Surfside.

I. Professional Engineering Services

A. Civil Engineering

1. Preliminary Engineering

- Review and modify any permitted conditions in Sub Basin 1 and 2 to include all areas contained within The Town of Surfside. Furnish engineering services required to establish the allowable off site flow rate and negotiation with jurisdictional agencies.
- Provide a Nodal Network of the sub basin flow assumptions and detailed conveyance information for review and comments before submittal to agencies.
- Meet with the Town to finalize the proposed condition and update the model as necessary per the agencies' comments.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Fort Lauderdale West Palm Beach Orlando Fort Pierce Homestead

- Submit to the agencies a letter report, identifying the changes necessary to improve the basin's water quality and quantity discharge.

- Prepare an Opinion of Probable Costs and cost analysis of the design options for evaluating the various options.

- Model scenarios to identify the best discharge system to tidal waters. Prepare tables and charts with report as part of preliminary application process.

- Verify all easements and right of ways

- Coordinate with agencies and Town of Surfside regarding the location of the pump stations, drainage structures, pipes, wells, and control panels.

- Prepare and advise the Town on requirements and time schedule for all required submittals and approvals.

- Prepare conceptual drainage plan.

- Coordinate pre-design soil borings including site layout of borings with the geotechnical consultant. Prepare design recommendations and plans based on the geotechnical report.

2. Final Engineering

- Finalize location of pump stations, drainage structures, pipes, wells, and control panels

- Prepare hydraulic calculations for the design of pump stations, drainage structures, pipes, wells, and control panels.

- Coordinate with the Town of Surfside and pump manufactures during the pump selection process.

- Design wet well and pump station configuration, access driveways and fence if required.

- Design well boxes, wells, baffles, and screens for approximately 12 drainage wells.

- Prepare construction plans and specifications for pump stations, drainage structures, pipes, wells, and control panels.

- Prepare Engineers Opinion of Probable Costs

- Coordinate with agencies, property owners, and the Town, including all required correspondence and meetings.

- Attend and coordinate meetings as required with all local, county, and state authorities to achieve all final approvals and permits.

- Prepare technical specifications as amended and approved by the Town.

3. Engineering Services during Construction

- Assist in the advertisement, bidding process, and evaluation of bids

- Analyze bids and recommend to Town for award

- Review all shop drawings for compliance with specifications and plans

- Periodic field observations of construction. Pump and Force Main tests will be at the expense of the Contractor per the specifications.

- Preparation of Drainage As-Builts and Certifications.

4. Engineering Permitting

- Meet with agencies to finalize the accepted model conditions prior to submittal for permits.

- Prepare and submit permit applications to agencies as required

- Attend and coordinate meetings as required with all local, county, and state authorities to achieve final approvals and permits.

5. Sub Consultants

- Jaffer Associates: Drill dual tube reverse circulation well and sample water quality and lithologic profiles.

- Geotechnical Consultant: Provide geotechnical tests and report to developed the Best Management for Water Quality and Discharge offsite.

6. Miscellaneous

- The Lump Sum fee includes the inspection, interface, phasing and modifications to existing storm drainage system, installation of pump stations and about twelve (12) wells located at three (3) locations. The condition and capacity of each pump will be included in a letter report, which will include valuation and recommendation to the Town. The existing pumps will remain in service during construction.

- All work shall be in accordance with the DEP Agreement No. S0374, State of Florida Grant Assistance, pursuant to Line Item 1822 of the 2006-2007 General Appropriations Act.

- In accordance with the DEP Grant, all work shall be completed within 49 months from the date of execution by both the State and the Town of Surfside.

- The Lump Sum Fee Schedule per the DEP Grant is as follows:

-	Survey Project Sites	$20,000
-	Engineering Design	$261,500
-	Bid Project	$ 8,000
-	BMP Monitoring	$60,000
-	Post-Grant Project Administration	$40,000
-	Implement Education Component	$10,000
-	Total Lump Sum Fees	$399,500

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 ensure 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 Civil Engineering Services**	**$399,500.05**
Project Administration	
Best Management Practice Monitoring	$60,000.00
Bid Project	$8,000.00
Engineering Design	$261,499.35
Implement Education Component	$10,000.00
Post Grant Project Administration	$40,000.70
Survey	$20,000.00
II **Meetings not included in I thru I**	**Hourly**
TOTAL Lump Sum (Plus Hourly Services)	**$399,500.05**

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. agrees to indemnify, hold harmless and, at CLIENT's option, defend or pay for an attorney selected by CLIENT, to defend CLIENT, 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 Calvin, Giordano & Associates, Inc.
- 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 $399,500.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: _____ Date: 1-24-08
Name: Dennis J. Giordano
Title: President

By: _____ Date: 2-26-08
Name: Ms. Pam Brangaccio
Title: Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	210.00
Executive Assistant	70.00
ENGINEERING	
Associate, Engineering (VI)	185.00
Director, Engineering (V)	160.00
Project Manager (IV)	140.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	95.00
Senior CADD Technician Manager	110.00
CADD Technician	90.00
Traffic Technician	85.00
Permit Administrator	85.00
Clerical	70.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	160.00
GIS Coordinator	140.00
GIS Specialist	120.00
Multi-Media 3D Developer	110.00
GIS Technician	95.00
Sr. Applications Developer	160.00
Applications Developer	130.00
Network Administrator	150.00
System Support Specialist	110.00
IT Support Specialist	80.00
CONSTRUCTION	
Associate, Construction	160.00
Construction Management Director	130.00
Senior Inspector	95.00
Inspector	85.00
EMERGENCY MANAGEMENT	
Director	140.00
Planner	100.00
Jr. Planner	85.00

PLANNING	
Associate, Planning	160.00
Director of Planning	140.00
Planning Administrator	130.00
Assistant Director	120.00
Planner	100.00
Jr. Planner	85.00
EXPERT WITNESS	
Principal/Associate	325.00
Registered Engineer/Surveyor	275.00
Project Engineer	225.00
LANDSCAPE ARCHITECT	
Associate, Landscape	160.00
Senior Landscape Architect	125.00
Environmental Administrator	120.00
Landscape Architect	110.00
Environmental Specialist	100.00
Landscape CADD Technician	90.00
Environmental Assistant	80.00
SURVEYING	
Associate, Surveying	160.00
Senior Registered Surveyor	140.00
Survey Crew	130.00
Registered Surveyor	120.00
Survey Coordinator	100.00
CADD Technician	90.00
3D Laser Scanner	350.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	150.00
Sub-meter G.P.S	70.00
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	110.00
Environmental Scientist	95.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective January 1, 2008

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Fort Lauderdale West Palm Beach Orlando Fort Pierce Homestead

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RESOLUTION NO. 2008-1811

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES RELATED THE TOWN OF SURFSIDE DRAINAGE IMPROVEMENTS PROJECT BETWEEN THE TOWN OF SURFSIDE AND CALVIN, GIORANO AND ASSOCIATES, INC., PROVIDING FOR IMPLEMENTATION OF AGREEMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Town previously requested qualifications from qualified architects which resulted in the selection of Calvin, Giordano & Associates, Inc. ("Consultant") to provide continuing professional services to the Town, and

WHEREAS, the Town wishes to engage Consultant to provide Professional Engineering Services related to the Town's Drainage Improvements Project, that is within the scope of services in the Professional Services Agreement by and between the Town and Consultant entered into on 11-13-08 ; and

WHEREAS, the Town finds that it is in the best interest of the Town to further engage Consultant to perform the work outlined in the Work Authorization Agreement attached as Exhibit "A"; and

WHEREAS, the Consultant is willing and able to perform such professional, services for the Town within the basic terms and conditions set forth in the Agreement attached as Exhibit "A"; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Agreement Approved.** That the Agreement, in substantially the form attached hereto, between the Town and Consultant is hereby approved, and the Town Mayor is hereby authorized to execute the Agreement, on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

Section 3. **Implementation.** That the Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution and the Agreement in accordance with the terms, conditions and purposes of this Resolution and the Agreement.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and **ADOPTED** on this 26th day of February, 2008.

Charles W. Burkett, Mayor

Attest:

Beatris M. Arguelles, CMC
Town Clerk

APPROVED AND TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

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WORK AUTHORIZATION AGREEMENT
FOR PROFESSIONAL SERVICES RELATED TO
DRAINAGE IMPROVEMENTS

BETWEEN

TOWN OF SURFSIDE, FLORIDA

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS WORK AUTHORIZATION AGREEMENT is made and entered into this ____day of _____, 2008, by and between the TOWN OF SURFSIDE, a Florida municipal corporation (the "TOWN"), and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation (the "CONSULTANT") (each a "Party", collectively, (the "Parties").

WHEREAS, pursuant to Competitive Consultants Negotiation Act, Section 287.055, Florida Statutes ("CCNA"), the TOWN requested qualifications from qualified architects and selected the CONSULTANT to act as the Town's Consulting, Planning, Engineering, Building and Code Compliance firm in a continuing contract for services, "(Professional Services"); and

WHEREAS, the TOWN, pursuant to a Request for Qualifications selected CONSULTANT to perform the aforementioned services as an independent contractor to TOWN; and

WHEREAS, the TOWN and CONSULTANT entered into a professional services agreement ("Professional Services Agreement") to perform the aforementioned services; and

WHEREAS, pursuant to the Professional Services Agreement, the CONSULTANT is willing and able to perform such additional, professional services for the TOWN within the basic terms and conditions set forth in this Work Authorization Agreement; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONSULTANT agree as follows:

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONSULTANT agree as follows:

SECTION 1. INCORPORATION, CONVENIENCE AND INTENT

Res. 2008-1811

The foregoing recitations are true and correct and are hereby incorporate by reference. The Parties acknowledge that services all fall within the requirements of the Florida Consultant's Competitive Negotiation Act (CCNA), Chapter 287.005, Florida Statutes. The Parties further acknowledge that for purposes of contract preparation and convenience, non-CCNA and CCNA services have been combined. As used in this Agreement, Professional Services, shall mean all services that CONSULTANT is required to provide herein.

SECTION 2. SCOPE OF SERVICES.

The CONSULTANT shall perform Professional Services for the TOWN as set forth in CGA Proposal No. 07-1552 (the "Proposal") attached hereto as Exhibit "A". To the extent that the Proposal conflicts with this Agreement, this Agreement shall be controlling.

SECTION 3. FEES FOR SERVICES

3.1 CONSULTANT shall be paid a lump sum amount of THREE HUNDRED NINETY-NINE THOUSAND, FIVE HUNDRED DOLLARS ($399,500.00) in the manner described in Exhibit "A".

3.2 TOWN shall pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT'S proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement

3.3 Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONSULTANT. When the above reasons for withholding payments are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by TOWN.

SECTION 4. TERM/TERMINATION

4.1 TERM OF AGREEMENT – This Agreement shall commence on the date that this agreement is approved by the is fully executed by all parties and shall continue in full force and effect unless and until it is terminated as provided below.

4.2 TERMINATION – Without Cause – This Agreement may be terminated by TOWN for any reason or no reason upon thirty (30) calendar days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

4.3 TERMINATION – With Cause – This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONSULTANT abandons this Agreement or causes it to be terminated by TOWN, CONSULTANT shall indemnify TOWN against loss pertaining to this termination, including, but not limited to, reasonable costs incurred in transition to a replacement CONSULTANT.

4.4 TERMINATION – Transfer of Ownership – This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the CONSULTANT. CONSULTANT shall notify Town Manager at least ten (10) business days before any such change in ownership of CONSULTANT.

4.5 Upon termination, CONSULTANT shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. It shall also reasonably assist the TOWN and any replacement consultants in the transition, including taking any acts necessary to allow the transfer of the GIS system.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

a. CONSULTANT has not performed services on a timely basis;
b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
c. CONSULTANT has failed to obtain the approval of the TOWN where required by this Agreement;
d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

5.2. In the event CONSULTANT fails to comply with the provisions of this Agreement, the TOWN may declare the CONSULTANT in default and notify the CONSULTANT in writing. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time, pursuant to Section 4 above, and its right for damages under Section 5.3.

5.3. In an Event of Default by the CONSULTANT, it shall be liable for all damages resulting from the default.

5.4. The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

SECTION 6. STATUS REPORTS AND UPDATES

On or before the first day of every month, CONSULTANT shall prepare and deliver to the Town Manager status reports showing the status of all pending work authorizations and projects related to this Agreement.

SECTION 7. HOURS OF OPERATION

CONSULTANT shall maintain fully staffed business hours equal to, but not less than, the Town's business hours of 8 AM to 5 PM, Monday through Friday, with the following holidays accepted:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

SECTION 8. POLICY OF NON-DISCRIMINATION

CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION 9. DRUG FREE WORKPLACE

CONSULTANT shall maintain a Drug Free Workplace.

SECTION 10. INDEPENDENT CONTRACTOR

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

SECTION 11. ASSIGNMENT

Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the Town Manager.

SECTION 12. CONFLICTS OF INTEREST

12.1 CONSULTANT shall not perform any services for any private sector clients (including, but not limited to, developers, corporations, real estate investors, etc.) on projects within the jurisdictional boundaries of the TOWN.

12.2 CONSULTANT acknowledges that, in the course of performing the services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the TOWN and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to CONSULTANT or of which CONSULTANT may otherwise become aware are and shall be and remain the confidential information of the TOWN ("Confidential Information"), unless otherwise deemed "public" by law. The CONSULTANT will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. CONSULTANT further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the TOWN or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). CONSULTANT affirms that it will not disclose such information and that if it determines that there could be a conflict, or potential conflict of interest, CONSULTANT and/or its agents will immediately advise the Town Manager.

12.3 CONSULTANT shall not review or perform any services regarding any application made by any client of CONSULTANT, even if the services CONSULTANT performs for such client are unrelated to the TOWN. In such instance, CONSULTANT shall disclose the relationship immediately to the Town Manager, who may retain an alternate CONSULTANT for those services. If the services relate to a fixed fee service, the fees for the alternate CONSULTANT shall be deducted from the fixed fee paid to CONSULTANT.

12.4 Neither CONSULTANT nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

12.5 CONSULTANT shall immediately notify TOWN if any public records are requested of CONSULTANT and/or if issues are discovered by CONSULTANT that may adversely impact TOWN.

12.6 CONSULTANT further agrees to use best efforts to maintain open, honest and direct communication with the Town Manager and Town Attorney in the performance of services required pursuant to this Agreement.

SECTION 13. INDEMNIFICATION

13.1 CONSULTANT shall indemnify, defend and hold harmless TOWN, its officials, appointed officers, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there from, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONSULTANT, its officials, agents, employees or subcontractors in the performance of the services of CONSULTANT under this Agreement.

13.2 CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 14, Insurance.

13.3 CONSULTANT shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONSULTANT of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

SECTION 14. INSURANCE

14.1 The CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained all insurances required pursuant to the Request for Qualifications. Proof of all insurance policies shall be approved by the Town Manager. CONSULTANT shall not allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.2 CONSULTANT shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with the policy limits outlined below:

- Workers' Compensation Insurance – as required by law.
- Employer's Liability Insurance - $1,000,000 per occurrence.
- Professional Liability Insurance – $1,000,000 per occurrence, $5,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed $100,000.00 per claim.
- Automobile Liability Insurance - $500,000 per occurrence, $500,000 per accident for bodily injury and $500,000 per accident for property damage.

The successful proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the Town of Surfside as additional insured and deductibles for each coverage at amounts approved by the Town Manager. CONSULTANT shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date of execution of this Agreement. Upon request of TOWN, CONSULTANT shall make available for inspection copies of any claims filed or made against any policy during the policy term. CONSULTANT shall additionally notify TOWN, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of $250,000 during the policy term. The Town Manager may require any other insurance coverage it deems necessary depending upon the exposures.

14.3 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Town Manager or designee prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, with financial ratings acceptable to the Town Manager. The TOWN shall be named as an additional insured on all insurance policies.

14.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not

continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

SECTION 15. REPRESENTATIVE OF TOWN AND CONSULTANT

15.1 It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONSULTANT designates George Keller as the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

15.2 The parties recognize that George Keller's long history with CONSULTANT and the South Florida community is a material inducement to the TOWN entering into this Agreement. Accordingly, unless excused by the Town Manager, George Keller shall personally attend weekly staff meetings and all regular Commission Meetings.

15.3 The Town Manager shall have the right to require CONSULTANT to change any personnel working on TOWN projects upon providing CONSULTANT with a ten (10) day written notice.

SECTION 16. COSTS AND ATTORNEY'S FEES

If either TOWN or CONSULTANT is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 17. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONSULTANT: Dennis J. Giordano, President
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Telephone: (954) 921-7791
Facsimile: (954) 921-8807

Subcontractors, if needed, shall be subject to the prior written approval of the Town Manager.

SECTION 20. COMPLIANCE WITH LAWS

CONSULTANT shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

SECTION 21. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

SECTION 22. OWNERSHIP OF DOCUMENTS

CONSULTANT understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONSULTANT or which is otherwise obtained or prepared by CONSULTANT under the terms of this Agreement is and shall at all times remain the property of the TOWN. CONSULTANT agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his sole discretion.

SECTION 23. AUDIT AND INSPECTION RIGHTS

23.1 The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONSULTANT under this Agreement, audit, or cause to be audited, those books and records of CONSULTANT that are related to CONSULTANT's performance under this Agreement. CONSULTANT agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

23.2 The TOWN may, at reasonable times during the term hereof, inspect CONSULTANT's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONSULTANT under this Agreement conform to the terms of this Agreement. CONSULTANT shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

SECTION 24. WARRANTIES OF CONSULTANT

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 25. PUBLIC RECORDS

CONSULTANT understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN 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 by the TOWN.

SECTION 26. NO CONTINGENT FEES

The CONSULTANT (for all services secured pursuant to CCNA, Chapter 287.055, Florida Statutes) warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gist, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 27. GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

SECTION 28. HEADINGS

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

SECTION 29. SEVERABILITY

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

SECTION 30. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

SECTION 31. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32. SURVIVAL OF PROVISIONS

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

SECTION 33. ENTIRE AGREEMENT

33.1 This Agreement and its attachments constitute the entire agreement between CONSULTANT and TOWN, and all negotiations and oral understandings between the parties are merged herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization Agreement for Professional Services on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its mayor, authorized to execute same by Commission action on the 26th day of Feb., 2008; and Dennis J. Giordano authorized to execute same.

Attest:

Beatris M. Arguelles, Town Clerk

TOWN OF SURFSIDE

By: Pam Brangaccio
Pam Brangaccio, Interim Town Manager

Date: 2/26/08

CALVIN GIORDANO & ASSOCIATES, INC.

By:
Dennis J. Giordano, President

Date: 3/21/08

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE FLORIDA

Town Attorney

Lynn M. Dannheisser

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Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

January 24, 2008

Ms. Pam Brangaccio
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

RE: Surfside Drainage Improvements (Stormwater)
CGA Proposal No. 07-1552

Dear Ms. Brangaccio,

We are pleased to submit this proposal for Professional Services on the above referenced project located in the City of Surfside.

I. Professional Engineering Services

A. Civil Engineering

1. Preliminary Engineering

- Review and modify any permitted conditions in Sub Basin 1 and 2 to include all areas contained within The Town of Surfside. Furnish engineering services required to establish the allowable off site flow rate and negotiation with jurisdictional agencies.
- Provide a Nodal Network of the sub basin flow assumptions and detailed conveyance information for review and comments before submittal to agencies.
- Meet with the Town to finalize the proposed condition and update the model as necessary per the agencies' comments.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

- Submit to the agencies a letter report, identifying the changes necessary to improve the basin's water quality and quantity discharge.

- Prepare an Opinion of Probable Costs and cost analysis of the design options for evaluating the various options.

- Model scenarios to identify the best discharge system to tidal waters. Prepare tables and charts with report as part of preliminary application process.

- Verify all easements and right of ways

- Coordinate with agencies and Town of Surfside regarding the location of the pump stations, drainage structures, pipes, wells, and control panels.

- Prepare and advise the Town on requirements and time schedule for all required submittals and approvals.

- Prepare conceptual drainage plan.

- Coordinate pre-design soil borings including site layout of borings with the geotechnical consultant. Prepare design recommendations and plans based on the geotechnical report.

2. Final Engineering

- Finalize location of pump stations, drainage structures, pipes, wells, and control panels

- Prepare hydraulic calculations for the design of pump stations, drainage structures, pipes, wells, and control panels.

- Coordinate with the Town of Surfside and pump manufactures during the pump selection process.

- Design wet well and pump station configuration, access driveways and fence if required.

- Design well boxes, wells, baffles, and screens for approximately 12 drainage wells.

- Prepare construction plans and specifications for pump stations, drainage structures, pipes, wells, and control panels.

- Prepare Engineers Opinion of Probable Costs

- Coordinate with agencies, property owners, and the Town, including all required correspondence and meetings.

- Attend and coordinate meetings as required with all local, county, and state authorities to achieve all final approvals and permits.

- Prepare technical specifications as amended and approved by the Town.

3. Engineering Services during Construction

- Assist in the advertisement, bidding process, and evaluation of bids

- Analyze bids and recommend to Town for award

- Review all shop drawings for compliance with specifications and plans

- Periodic field observations of construction. Pump and Force Main tests will be at the expense of the Contractor per the specifications.

- Preparation of Drainage As-Builts and Certifications.

4. Engineering Permitting

- Meet with agencies to finalize the accepted model conditions prior to submittal for permits.

- Prepare and submit permit applications to agencies as required

- Attend and coordinate meetings as required with all local, county, and state authorities to achieve final approvals and permits.

5. Sub Consultants

- Jaffer Associates: Drill dual tube reverse circulation well and sample water quality and lithologic profiles.

- Geotechnical Consultant: Provide geotechnical tests and report to developed the Best Management for Water Quality and Discharge offsite.

6. Miscellaneous

- The Lump Sum fee includes the inspection, interface, phasing and modifications to existing storm drainage system, installation of pump stations and about twelve (12) wells located at three (3) locations. The condition and capacity of each pump will be included in a letter report, which will include valuation and recommendation to the Town. The existing pumps will remain in service during construction.

- All work shall be in accordance with the DEP Agreement No. S0374, State of Florida Grant Assistance, pursuant to Line Item 1822 of the 2006-2007 General Appropriations Act.

- In accordance with the DEP Grant, all work shall be completed within 49 months from the date of execution by both the State and the Town of Surfside.

- The Lump Sum Fee Schedule per the DEP Grant is as follows:

-	Survey Project Sites	$20,000
-	Engineering Design	$261,500
-	Bid Project	$ 8,000
-	BMP Monitoring	$60,000
-	Post-Grant Project Administration	$40,000
-	Implement Education Component	$10,000
-	Total Lump Sum Fees	$399,500

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 ensure 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 Civil Engineering Services	**$399,500.05**
Project Administration	
Best Management Practice Monitoring	$60,000.00
Bid Project	$8,000.00
Engineering Design	$261,499.35
Implement Education Component	$10,000.00
Post Grant Project Administration	$40,000.70
Survey	$20,000.00
II Meetings not included in I thru I	**Hourly**
TOTAL Lump Sum (Plus Hourly Services)	**$399,500.05**

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. agrees to indemnify, hold harmless and, at CLIENT's option, defend or pay for an attorney selected by CLIENT, to defend CLIENT, 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 Calvin, Giordano & Associates, Inc.
- 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 $399,500.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: _____ Date: 1-24-08
Name: Dennis J. Giordano
Title: President

By: _____ Date: 2-26-08
Name: Ms. Pam Brangaccio
Title: Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	210.00
Executive Assistant	70.00
ENGINEERING	
Associate, Engineering (VI)	185.00
Director, Engineering (V)	160.00
Project Manager (IV)	140.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	95.00
Senior CADD Technician Manager	110.00
CADD Technician	90.00
Traffic Technician	85.00
Permit Administrator	85.00
Clerical	70.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	160.00
GIS Coordinator	140.00
GIS Specialist	120.00
Multi-Media 3D Developer	110.00
GIS Technician	95.00
Sr. Applications Developer	160.00
Applications Developer	130.00
Network Administrator	150.00
System Support Specialist	110.00
IT Support Specialist	80.00
CONSTRUCTION	
Associate, Construction	160.00
Construction Management Director	130.00
Senior Inspector	95.00
Inspector	85.00
EMERGENCY MANAGEMENT	
Director	140.00
Planner	100.00
Jr. Planner	85.00

PLANNING	
Associate, Planning	160.00
Director of Planning	140.00
Planning Administrator	130.00
Assistant Director	120.00
Planner	100.00
Jr. Planner	85.00
EXPERT WITNESS	
Principal/Associate	325.00
Registered Engineer/Surveyor	275.00
Project Engineer	225.00
LANDSCAPE ARCHITECT	
Associate, Landscape	160.00
Senior Landscape Architect	125.00
Environmental Administrator	120.00
Landscape Architect	110.00
Environmental Specialist	100.00
Landscape CADD Technician	90.00
Environmental Assistant	80.00
SURVEYING	
Associate, Surveying	160.00
Senior Registered Surveyor	140.00
Survey Crew	130.00
Registered Surveyor	120.00
Survey Coordinator	100.00
CADD Technician	90.00
3D Laser Scanner	350.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	150.00
Sub-meter G.P.S	70.00
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	110.00
Environmental Scientist	95.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective January 1, 2008

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

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RESOLUTION NO. 2008-1811

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES RELATED THE TOWN OF SURFSIDE DRAINAGE IMPROVEMENTS PROJECT BETWEEN THE TOWN OF SURFSIDE AND CALVIN, GIORANO AND ASSOCIATES, INC., PROVIDING FOR IMPLEMENTATION OF AGREEMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Town previously requested qualifications from qualified architects which resulted in the selection of Calvin, Giordano & Associates, Inc. ("Consultant") to provide continuing professional services to the Town; and

WHEREAS, the Town wishes to engage Consultant to provide Professional Engineering Services related to the Town's Drainage Improvements Project, that is within the scope of services in the Professional Services Agreement by and between the Town and Consultant entered into on 11-13-08; and

WHEREAS, the Town finds that it is in the best interest of the Town to further engage Consultant to perform the work outlined in the Work Authorization Agreement attached as Exhibit "A"; and

WHEREAS, the Consultant is willing and able to perform such professional, services for the Town within the basic terms and conditions set forth in the Agreement attached as Exhibit "A"; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Agreement Approved.** That the Agreement, in substantially the form attached hereto, between the Town and Consultant is hereby approved, and the Town Mayor is hereby authorized to execute the Agreement, on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

Section 3. **Implementation.** That the Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution and the Agreement in accordance with the terms, conditions and purposes of this Resolution and the Agreement.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and **ADOPTED** on this 26th day of February, 2008.

Charles W. Burkett, Mayor

Attest:

Beatris M. Arguelles, CMC
Town Clerk

APPROVED AND TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

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WORK AUTHORIZATION AGREEMENT
FOR PROFESSIONAL SERVICES RELATED TO
DRAINAGE IMPROVEMENTS

BETWEEN

TOWN OF SURFSIDE, FLORIDA

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS WORK AUTHORIZATION AGREEMENT is made and entered into this ____day of _____, 2008, by and between the TOWN OF SURFSIDE, a Florida municipal corporation (the "TOWN"), and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation (the "CONSULTANT") (each a "Party", collectively, (the "Parties").

WHEREAS, pursuant to Competitive Consultants Negotiation Act, Section 287.055, Florida Statutes ("CCNA"), the TOWN requested qualifications from qualified architects and selected the CONSULTANT to act as the Town's Consulting, Planning, Engineering, Building and Code Compliance firm in a continuing contract for services, "(Professional Services"); and

WHEREAS, the TOWN, pursuant to a Request for Qualifications selected CONSULTANT to perform the aforementioned services as an independent contractor to TOWN; and

WHEREAS, the TOWN and CONSULTANT entered into a professional services agreement ("Professional Services Agreement") to perform the aforementioned services; and

WHEREAS, pursuant to the Professional Services Agreement, the CONSULTANT is willing and able to perform such additional, professional services for the TOWN within the basic terms and conditions set forth in this Work Authorization Agreement; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONSULTANT agree as follows:

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONSULTANT agree as follows:

SECTION 1. INCORPORATION, CONVENIENCE AND INTENT

Res. 2008-1811

The foregoing recitations are true and correct and are hereby incorporate by reference. The Parties acknowledge that services all fall within the requirements of the Florida Consultant's Competitive Negotiation Act (CCNA), Chapter 287.005, Florida Statutes. The Parties further acknowledge that for purposes of contract preparation and convenience, non-CCNA and CCNA services have been combined. As used in this Agreement, Professional Services, shall mean all services that CONSULTANT is required to provide herein.

SECTION 2. SCOPE OF SERVICES.

The CONSULTANT shall perform Professional Services for the TOWN as set forth in CGA Proposal No. 07-1552 (the "Proposal") attached hereto as Exhibit "A". To the extent that the Proposal conflicts with this Agreement, this Agreement shall be controlling.

SECTION 3. FEES FOR SERVICES

3.1 CONSULTANT shall be paid a lump sum amount of THREE HUNDRED NINETY-NINE THOUSAND, FIVE HUNDRED DOLLARS ($399,500.00) in the manner described in Exhibit "A".

3.2 TOWN shall pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT'S proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement

3.3 Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONSULTANT. When the above reasons for withholding payments are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by TOWN.

SECTION 4. TERM/TERMINATION

4.1 TERM OF AGREEMENT – This Agreement shall commence on the date that this agreement is approved by the is fully executed by all parties and shall continue in full force and effect unless and until it is terminated as provided below.

4.2 TERMINATION – Without Cause – This Agreement may be terminated by TOWN for any reason or no reason upon thirty (30) calendar days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

4.3 TERMINATION – With Cause – This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONSULTANT abandons this Agreement or causes it to be terminated by TOWN, CONSULTANT shall indemnify TOWN against loss pertaining to this termination, including, but not limited to, reasonable costs incurred in transition to a replacement CONSULTANT.

4.4 TERMINATION – Transfer of Ownership – This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the CONSULTANT. CONSULTANT shall notify Town Manager at least ten (10) business days before any such change in ownership of CONSULTANT.

4.5 Upon termination, CONSULTANT shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. It shall also reasonably assist the TOWN and any replacement consultants in the transition, including taking any acts necessary to allow the transfer of the GIS system.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

a. CONSULTANT has not performed services on a timely basis;
b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
c. CONSULTANT has failed to obtain the approval of the TOWN where required by this Agreement;
d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

5.2. In the event CONSULTANT fails to comply with the provisions of this Agreement, the TOWN may declare the CONSULTANT in default and notify the CONSULTANT in writing. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time, pursuant to Section 4 above, and its right for damages under Section 5.3.

5.3. In an Event of Default by the CONSULTANT, it shall be liable for all damages resulting from the default.

5.4. The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

SECTION 6. STATUS REPORTS AND UPDATES

On or before the first day of every month, CONSULTANT shall prepare and deliver to the Town Manager status reports showing the status of all pending work authorizations and projects related to this Agreement.

SECTION 7. HOURS OF OPERATION

CONSULTANT shall maintain fully staffed business hours equal to, but not less than, the Town's business hours of 8 AM to 5 PM, Monday through Friday, with the following holidays accepted:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

SECTION 8. POLICY OF NON-DISCRIMINATION

CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION 9. DRUG FREE WORKPLACE

CONSULTANT shall maintain a Drug Free Workplace.

SECTION 10. INDEPENDENT CONTRACTOR

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

SECTION 11. ASSIGNMENT

Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the Town Manager.

SECTION 12. CONFLICTS OF INTEREST

12.1 CONSULTANT shall not perform any services for any private sector clients (including, but not limited to, developers, corporations, real estate investors, etc.) on projects within the jurisdictional boundaries of the TOWN.

12.2 CONSULTANT acknowledges that, in the course of performing the services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the TOWN and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to CONSULTANT or of which CONSULTANT may otherwise become aware are and shall be and remain the confidential information of the TOWN ("Confidential Information"), unless otherwise deemed "public" by law. The CONSULTANT will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. CONSULTANT further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the TOWN or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). CONSULTANT affirms that it will not disclose such information and that if it determines that there could be a conflict, or potential conflict of interest, CONSULTANT and/or its agents will immediately advise the Town Manager.

12.3 CONSULTANT shall not review or perform any services regarding any application made by any client of CONSULTANT, even if the services CONSULTANT performs for such client are unrelated to the TOWN. In such instance, CONSULTANT shall disclose the relationship immediately to the Town Manager, who may retain an alternate CONSULTANT for those services. If the services relate to a fixed fee service, the fees for the alternate CONSULTANT shall be deducted from the fixed fee paid to CONSULTANT.

12.4 Neither CONSULTANT nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

12.5 CONSULTANT shall immediately notify TOWN if any public records are requested of CONSULTANT and/or if issues are discovered by CONSULTANT that may adversely impact TOWN.

12.6 CONSULTANT further agrees to use best efforts to maintain open, honest and direct communication with the Town Manager and Town Attorney in the performance of services required pursuant to this Agreement.

SECTION 13. INDEMNIFICATION

13.1 CONSULTANT shall indemnify, defend and hold harmless TOWN, its officials, appointed officers, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there from, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONSULTANT, its officials, agents, employees or subcontractors in the performance of the services of CONSULTANT under this Agreement.

13.2 CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 14, Insurance.

13.3 CONSULTANT shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONSULTANT of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

SECTION 14. INSURANCE

14.1 The CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained all insurances required pursuant to the Request for Qualifications. Proof of all insurance policies shall be approved by the Town Manager. CONSULTANT shall not allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.2 CONSULTANT shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with the policy limits outlined below:

- Workers' Compensation Insurance – as required by law.
- Employer's Liability Insurance - $1,000,000 per occurrence.
- Professional Liability Insurance – $1,000,000 per occurrence, $5,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed $100,000.00 per claim.
- Automobile Liability Insurance - $500,000 per occurrence, $500,000 per accident for bodily injury and $500,000 per accident for property damage.

The successful proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the Town of Surfside as additional insured and deductibles for each coverage at amounts approved by the Town Manager. CONSULTANT shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date of execution of this Agreement. Upon request of TOWN, CONSULTANT shall make available for inspection copies of any claims filed or made against any policy during the policy term. CONSULTANT shall additionally notify TOWN, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of $250,000 during the policy term. The Town Manager may require any other insurance coverage it deems necessary depending upon the exposures.

14.3 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Town Manager or designee prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, with financial ratings acceptable to the Town Manager. The TOWN shall be named as an additional insured on all insurance policies.

14.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not

continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

SECTION 15. REPRESENTATIVE OF TOWN AND CONSULTANT

15.1 It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONSULTANT designates George Keller as the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

15.2 The parties recognize that George Keller's long history with CONSULTANT and the South Florida community is a material inducement to the TOWN entering into this Agreement. Accordingly, unless excused by the Town Manager, George Keller shall personally attend weekly staff meetings and all regular Commission Meetings.

15.3 The Town Manager shall have the right to require CONSULTANT to change any personnel working on TOWN projects upon providing CONSULTANT with a ten (10) day written notice.

SECTION 16. COSTS AND ATTORNEY'S FEES

If either TOWN or CONSULTANT is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 17. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONSULTANT: Dennis J. Giordano, President
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Telephone: (954) 921-7791
Facsimile: (954) 921-8807

FOR TOWN:

Pam Brangaccio, Interim Town Manager
Town of Surfside
9293 Harding Street
Surfside, Florida 33154
Telephone: (305) 993-1051
Facsimile: (305) 993-5097

With Copy to:

Lynn Dannheisser, Esq.
Town Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 18. RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE

18.1 Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

18.2 Rights in Data. Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of TOWN and TOWN shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONSULTANT. TOWN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

18.3 Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the Town. CONSULTANT shall not include in the data any copyrighted matter unless CONSULTANT obtains the written approval of the Town Manager and provides said Town Manager with written permission of the copyright owner for CONSULTANT to use such copyrighted matter in the manner provide herein.

18.4 If this Agreement is terminated for any reason prior to completion of the work, the TOWN may, in its discretion, use any design and documents prepared hereunder.

SECTION 19. SUBCONTRACTORS

Subcontractors, if needed, shall be subject to the prior written approval of the Town Manager.

SECTION 20. COMPLIANCE WITH LAWS

CONSULTANT shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

SECTION 21. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

SECTION 22. OWNERSHIP OF DOCUMENTS

CONSULTANT understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONSULTANT or which is otherwise obtained or prepared by CONSULTANT under the terms of this Agreement is and shall at all times remain the property of the TOWN. CONSULTANT agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his sole discretion.

SECTION 23. AUDIT AND INSPECTION RIGHTS

23.1 The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONSULTANT under this Agreement, audit, or cause to be audited, those books and records of CONSULTANT that are related to CONSULTANT's performance under this Agreement. CONSULTANT agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

23.2 The TOWN may, at reasonable times during the term hereof, inspect CONSULTANT's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONSULTANT under this Agreement conform to the terms of this Agreement. CONSULTANT shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

SECTION 24. WARRANTIES OF CONSULTANT

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 25. PUBLIC RECORDS

CONSULTANT understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN 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 by the TOWN.

SECTION 26. NO CONTINGENT FEES

The CONSULTANT (for all services secured pursuant to CCNA, Chapter 287.055, Florida Statutes) warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gist, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 27. GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

SECTION 28. HEADINGS

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

SECTION 29. SEVERABILITY

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

SECTION 30. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

SECTION 31. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32. SURVIVAL OF PROVISIONS

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

SECTION 33. ENTIRE AGREEMENT

33.1 This Agreement and its attachments constitute the entire agreement between CONSULTANT and TOWN, and all negotiations and oral understandings between the parties are merged herein.

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

SECTION 34. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

SECTION 35. CONTENT OF THE REQUEST FOR PROPOSAL

The content of relevant provisions of the Request for Qualifications ("RFQ") are hereby incorporated by reference into this Agreement and is attached as Exhibit "B."

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization Agreement for Professional Services on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its mayor, authorized to execute same by Commission action on the 26th day of Feb., 2008; and Dennis J. Giordano authorized to execute same.

Attest:

Beatris M. Arguelles, Town Clerk

TOWN OF SURFSIDE

By: Pam Brangaccio
Pam Brangaccio, Interim Town Manager

Date: 2/26/08

CALVIN GIORDANO & ASSOCIATES, INC.

By:
Dennis J. Giordano, President

Date: 3/21/08

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE FLORIDA

Town Attorney

Lynn M. Dannheisser

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,008

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER 2008-1811 **DATE APPROVED** 2/26/08 **CGA PROJECT NUMBER** 07-

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
SURFSIDE DRAINAGE IMPROVEMENTS	PROFESSIONAL ENGINEERING SERVICES AS SPECIFIED ON PROPOSAL NO. 07-1552:		
	• BEST MANAGEMENT PRACTICE MONITORING		$ 60,000.00
	• BID PROJECT		$ 8,000.00
	• ENGINEERING DESIGN		$ 261,500.00
	• IMPLEMENT EDUCATION COMPONENT		$ 10,000.00
	• POST GRANT PROJECT ADMINISTRATION		$ 40,000.00
	• SURVEY		$ 20,000.00
	TOTAL AMOUNT		**$399,500.00**
			TO BE PAID MONTHLY AS ACCRUED
	DEPT. Stormwater ACCT. # ~~[illegible]~~ 40V-5500-538-6310-~~[illegible]~~ I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT. DEPARTMENT HEAD 2/29/08		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Gary L. Word
Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

January 24, 2008

Ms. Pam Brangaccio
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

RE: Surfside Drainage Improvements
CGA Proposal No. 07-1552

Dear Ms. Brangaccio,

We are pleased to submit this proposal for Professional Services on the above referenced project located in the City of Surfside.

I. Professional Engineering Services

A. Civil Engineering

1. Preliminary Engineering

- Review and modify any permitted conditions in Sub Basin 1 and 2 to include all areas contained within The Town of Surfside. Furnish engineering services required to establish the allowable off site flow rate and negotiation with jurisdictional agencies.
- Provide a Nodal Network of the sub basin flow assumptions and detailed conveyance information for review and comments before submittal to agencies.
- Meet with the Town to finalize the proposed condition and update the model as necessary per the agencies' comments.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Fort Lauderdale West Palm Beach Orlando Fort Pierce Homestead

- Submit to the agencies a letter report, identifying the changes necessary to improve the basin's water quality and quantity discharge.

- Prepare an Opinion of Probable Costs and cost analysis of the design options for evaluating the various options.

- Model scenarios to identify the best discharge system to tidal waters. Prepare tables and charts with report as part of preliminary application process.

- Verify all easements and right of ways

- Coordinate with agencies and Town of Surfside regarding the location of the pump stations, drainage structures, pipes, wells, and control panels.

- Prepare and advise the Town on requirements and time schedule for all required submittals and approvals.

- Prepare conceptual drainage plan.

- Coordinate pre-design soil borings including site layout of borings with the geotechnical consultant. Prepare design recommendations and plans based on the geotechnical report.

2. Final Engineering

- Finalize location of pump stations, drainage structures, pipes, wells, and control panels

- Prepare hydraulic calculations for the design of pump stations, drainage structures, pipes, wells, and control panels.

- Coordinate with the Town of Surfside and pump manufactures during the pump selection process.

- Design wet well and pump station configuration, access driveways and fence if required.

- Design well boxes, wells, baffles, and screens for approximately 12 drainage wells.

- Prepare construction plans and specifications for pump stations, drainage structures, pipes, wells, and control panels.

- Prepare Engineers Opinion of Probable Costs

- Coordinate with agencies, property owners, and the Town, including all required correspondence and meetings.

- Attend and coordinate meetings as required with all local, county, and state authorities to achieve all final approvals and permits.

- Prepare technical specifications as amended and approved by the Town.

3. Engineering Services during Construction

- Assist in the advertisement, bidding process, and evaluation of bids

- Analyze bids and recommend to Town for award

- Review all shop drawings for compliance with specifications and plans

- Periodic field observations of construction. Pump and Force Main tests will be at the expense of the Contractor per the specifications.

- Preparation of Drainage As-Builts and Certifications.

4. Engineering Permitting

- Meet with agencies to finalize the accepted model conditions prior to submittal for permits.

- Prepare and submit permit applications to agencies as required

- Attend and coordinate meetings as required with all local, county, and state authorities to achieve final approvals and permits.

5. Sub Consultants

- Jaffer Associates: Drill dual tube reverse circulation well and sample water quality and lithologic profiles.

- Geotechnical Consultant: Provide geotechnical tests and report to developed the Best Management for Water Quality and Discharge offsite.

6. Miscellaneous

- The Lump Sum fee includes the inspection, interface, phasing and modifications to existing storm drainage system, installation of pump stations and about twelve (12) wells located at three (3) locations. The condition and capacity of each pump will be included in a letter report, which will include valuation and recommendation to the Town. The existing pumps will remain in service during construction.

- All work shall be in accordance with the DEP Agreement No. S0374, State of Florida Grant Assistance, pursuant to Line Item 1822 of the 2006-2007 General Appropriations Act.

- In accordance with the DEP Grant, all work shall be completed within 49 months from the date of execution by both the State and the Town of Surfside.

- The Lump Sum Fee Schedule per the DEP Grant is as follows:

-	Survey Project Sites	$20,000
-	Engineering Design	$261,500
-	Bid Project	$ 8,000
-	BMP Monitoring	$60,000
-	Post-Grant Project Administration	$40,000
-	Implement Education Component	$10,000
-	Total Lump Sum Fees	$399,500

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 ensure 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 Civil Engineering Services	**$399,500.05**
Project Administration	
Best Management Practice Monitoring	$60,000.00
Bid Project	$8,000.00
Engineering Design	$261,499.35
Implement Education Component	$10,000.00
Post Grant Project Administration	$40,000.70
Survey	$20,000.00
II Meetings not included in I thru I	**Hourly**
TOTAL Lump Sum (Plus Hourly Services)	**$399,500.05**

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. agrees to indemnify, hold harmless and, at CLIENT's option, defend or pay for an attorney selected by CLIENT, to defend CLIENT, 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 Calvin, Giordano & Associates, Inc.
- 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 $399,500.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: _____ Date: 1-24-08
Name: Dennis J. Giordano
Title: President

By: Pam Brangaccio Date: 2-26-08
Name: Ms. Pam Brangaccio
Title: Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	210.00
Executive Assistant	70.00
ENGINEERING	
Associate, Engineering (VI)	185.00
Director, Engineering (V)	160.00
Project Manager (IV)	140.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	95.00
Senior CADD Technician Manager	110.00
CADD Technician	90.00
Traffic Technician	85.00
Permit Administrator	85.00
Clerical	70.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	160.00
GIS Coordinator	140.00
GIS Specialist	120.00
Multi-Media 3D Developer	110.00
GIS Technician	95.00
Sr. Applications Developer	160.00
Applications Developer	130.00
Network Administrator	150.00
System Support Specialist	110.00
IT Support Specialist	80.00
CONSTRUCTION	
Associate, Construction	160.00
Construction Management Director	130.00
Senior Inspector	95.00
Inspector	85.00
EMERGENCY MANAGEMENT	
Director	140.00
Planner	100.00
Jr. Planner	85.00

PLANNING	
Associate, Planning	160.00
Director of Planning	140.00
Planning Administrator	130.00
Assistant Director	120.00
Planner	100.00
Jr. Planner	85.00
EXPERT WITNESS	
Principal/Associate	325.00
Registered Engineer/Surveyor	275.00
Project Engineer	225.00
LANDSCAPE ARCHITECT	
Associate, Landscape	160.00
Senior Landscape Architect	125.00
Environmental Administrator	120.00
Landscape Architect	110.00
Environmental Specialist	100.00
Landscape CADD Technician	90.00
Environmental Assistant	80.00
SURVEYING	
Associate, Surveying	160.00
Senior Registered Surveyor	140.00
Survey Crew	130.00
Registered Surveyor	120.00
Survey Coordinator	100.00
CADD Technician	90.00
3D Laser Scanner	350.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	150.00
Sub-meter G.P.S	70.00
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	110.00
Environmental Scientist	95.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective January 1, 2008

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

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RESOLUTION NO. 2008-1811

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES RELATED THE TOWN OF SURFSIDE DRAINAGE IMPROVEMENTS PROJECT BETWEEN THE TOWN OF SURFSIDE AND CALVIN, GIORANO AND ASSOCIATES, INC., PROVIDING FOR IMPLEMENTATION OF AGREEMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Town previously requested qualifications from qualified architects which resulted in the selection of Calvin, Giordano & Associates, Inc. ("Consultant") to provide continuing professional services to the Town; and

WHEREAS, the Town wishes to engage Consultant to provide Professional Engineering Services related to the Town's Drainage Improvements Project, that is within the scope of services in the Professional Services Agreement by and between the Town and Consultant entered into on 11-13-08 ; and

WHEREAS, the Town finds that it is in the best interest of the Town to further engage Consultant to perform the work outlined in the Work Authorization Agreement attached as Exhibit "A"; and

WHEREAS, the Consultant is willing and able to perform such professional, services for the Town within the basic terms and conditions set forth in the Agreement attached as Exhibit "A"; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Agreement Approved.** That the Agreement, in substantially the form attached hereto, between the Town and Consultant is hereby approved, and the Town Mayor is hereby authorized to execute the Agreement, on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

Section 3. **Implementation.** That the Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution and the Agreement in accordance with the terms, conditions and purposes of this Resolution and the Agreement.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and **ADOPTED** on this 26th day of February, 2008.

Charles W. Burkett, Mayor

Attest:

Beatris M. Arguelles, CMC
Town Clerk

APPROVED AND TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

Resolution No. 2008-18 11

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WORK AUTHORIZATION AGREEMENT
FOR PROFESSIONAL SERVICES RELATED TO
DRAINAGE IMPROVEMENTS

BETWEEN

TOWN OF SURFSIDE, FLORIDA

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS WORK AUTHORIZATION AGREEMENT is made and entered into this ____day of _____, 2008, by and between the TOWN OF SURFSIDE, a Florida municipal corporation (the "TOWN"), and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation (the "CONSULTANT") (each a "Party", collectively, (the "Parties").

WHEREAS, pursuant to Competitive Consultants Negotiation Act, Section 287.055, Florida Statutes ("CCNA"), the TOWN requested qualifications from qualified architects and selected the CONSULTANT to act as the Town's Consulting, Planning, Engineering, Building and Code Compliance firm in a continuing contract for services, "(Professional Services"); and

WHEREAS, the TOWN, pursuant to a Request for Qualifications selected CONSULTANT to perform the aforementioned services as an independent contractor to TOWN; and

WHEREAS, the TOWN and CONSULTANT entered into a professional services agreement ("Professional Services Agreement") to perform the aforementioned services; and

WHEREAS, pursuant to the Professional Services Agreement, the CONSULTANT is willing and able to perform such additional, professional services for the TOWN within the basic terms and conditions set forth in this Work Authorization Agreement; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONSULTANT agree as follows:

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONSULTANT agree as follows:

SECTION 1. INCORPORATION, CONVENIENCE AND INTENT

Res. 2008-1811

The foregoing recitations are true and correct and are hereby incorporate by reference. The Parties acknowledge that services all fall within the requirements of the Florida Consultant's Competitive Negotiation Act (CCNA), Chapter 287.005, Florida Statutes. The Parties further acknowledge that for purposes of contract preparation and convenience, non-CCNA and CCNA services have been combined. As used in this Agreement, Professional Services, shall mean all services that CONSULTANT is required to provide herein.

SECTION 2. SCOPE OF SERVICES.

The CONSULTANT shall perform Professional Services for the TOWN as set forth in CGA Proposal No. 07-1552 (the "Proposal") attached hereto as Exhibit "A". To the extent that the Proposal conflicts with this Agreement, this Agreement shall be controlling.

SECTION 3. FEES FOR SERVICES

3.1 CONSULTANT shall be paid a lump sum amount of THREE HUNDRED NINETY-NINE THOUSAND, FIVE HUNDRED DOLLARS ($399,500.00) in the manner described in Exhibit "A".

3.2 TOWN shall pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT'S proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement

3.3 Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONSULTANT. When the above reasons for withholding payments are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by TOWN.

SECTION 4. TERM/TERMINATION

4.1 TERM OF AGREEMENT – This Agreement shall commence on the date that this agreement is approved by the is fully executed by all parties and shall continue in full force and effect unless and until it is terminated as provided below.

4.2 TERMINATION – Without Cause – This Agreement may be terminated by TOWN for any reason or no reason upon thirty (30) calendar days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

4.3 TERMINATION – With Cause – This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONSULTANT abandons this Agreement or causes it to be terminated by TOWN, CONSULTANT shall indemnify TOWN against loss pertaining to this termination, including, but not limited to, reasonable costs incurred in transition to a replacement CONSULTANT.

4.4 TERMINATION – Transfer of Ownership – This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the CONSULTANT. CONSULTANT shall notify Town Manager at least ten (10) business days before any such change in ownership of CONSULTANT.

4.5 Upon termination, CONSULTANT shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. It shall also reasonably assist the TOWN and any replacement consultants in the transition, including taking any acts necessary to allow the transfer of the GIS system.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

a. CONSULTANT has not performed services on a timely basis;
b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
c. CONSULTANT has failed to obtain the approval of the TOWN where required by this Agreement;
d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

5.2. In the event CONSULTANT fails to comply with the provisions of this Agreement, the TOWN may declare the CONSULTANT in default and notify the CONSULTANT in writing. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time, pursuant to Section 4 above, and its right for damages under Section 5.3.

5.3. In an Event of Default by the CONSULTANT, it shall be liable for all damages resulting from the default.

5.4. The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

SECTION 6. STATUS REPORTS AND UPDATES

On or before the first day of every month, CONSULTANT shall prepare and deliver to the Town Manager status reports showing the status of all pending work authorizations and projects related to this Agreement.

SECTION 7. HOURS OF OPERATION

CONSULTANT shall maintain fully staffed business hours equal to, but not less than, the Town's business hours of 8 AM to 5 PM, Monday through Friday, with the following holidays accepted:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

SECTION 8. POLICY OF NON-DISCRIMINATION

CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION 9. DRUG FREE WORKPLACE

CONSULTANT shall maintain a Drug Free Workplace.

SECTION 10. INDEPENDENT CONTRACTOR

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

SECTION 11. ASSIGNMENT

Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the Town Manager.

SECTION 12. CONFLICTS OF INTEREST

12.1 CONSULTANT shall not perform any services for any private sector clients (including, but not limited to, developers, corporations, real estate investors, etc.) on projects within the jurisdictional boundaries of the TOWN.

12.2 CONSULTANT acknowledges that, in the course of performing the services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the TOWN and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to CONSULTANT or of which CONSULTANT may otherwise become aware are and shall be and remain the confidential information of the TOWN ("Confidential Information"), unless otherwise deemed "public" by law. The CONSULTANT will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. CONSULTANT further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the TOWN or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). CONSULTANT affirms that it will not disclose such information and that if it determines that there could be a conflict, or potential conflict of interest, CONSULTANT and/or its agents will immediately advise the Town Manager.

12.3 CONSULTANT shall not review or perform any services regarding any application made by any client of CONSULTANT, even if the services CONSULTANT performs for such client are unrelated to the TOWN. In such instance, CONSULTANT shall disclose the relationship immediately to the Town Manager, who may retain an alternate CONSULTANT for those services. If the services relate to a fixed fee service, the fees for the alternate CONSULTANT shall be deducted from the fixed fee paid to CONSULTANT.

12.4 Neither CONSULTANT nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

12.5 CONSULTANT shall immediately notify TOWN if any public records are requested of CONSULTANT and/or if issues are discovered by CONSULTANT that may adversely impact TOWN.

12.6 CONSULTANT further agrees to use best efforts to maintain open, honest and direct communication with the Town Manager and Town Attorney in the performance of services required pursuant to this Agreement.

SECTION 13. INDEMNIFICATION

13.1 CONSULTANT shall indemnify, defend and hold harmless TOWN, its officials, appointed officers, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there from, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONSULTANT, its officials, agents, employees or subcontractors in the performance of the services of CONSULTANT under this Agreement.

13.2 CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 14, Insurance.

13.3 CONSULTANT shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONSULTANT of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

SECTION 14. INSURANCE

14.1 The CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained all insurances required pursuant to the Request for Qualifications. Proof of all insurance policies shall be approved by the Town Manager. CONSULTANT shall not allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.2 CONSULTANT shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with the policy limits outlined below:

- Workers' Compensation Insurance – as required by law.
- Employer's Liability Insurance - $1,000,000 per occurrence.
- Professional Liability Insurance – $1,000,000 per occurrence, $5,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed $100,000.00 per claim.
- Automobile Liability Insurance - $500,000 per occurrence, $500,000 per accident for bodily injury and $500,000 per accident for property damage.

The successful proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the Town of Surfside as additional insured and deductibles for each coverage at amounts approved by the Town Manager. CONSULTANT shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date of execution of this Agreement. Upon request of TOWN, CONSULTANT shall make available for inspection copies of any claims filed or made against any policy during the policy term. CONSULTANT shall additionally notify TOWN, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of $250,000 during the policy term. The Town Manager may require any other insurance coverage it deems necessary depending upon the exposures.

14.3 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Town Manager or designee prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, with financial ratings acceptable to the Town Manager. The TOWN shall be named as an additional insured on all insurance policies.

14.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not

continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

SECTION 15. REPRESENTATIVE OF TOWN AND CONSULTANT

15.1 It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONSULTANT designates George Keller as the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

15.2 The parties recognize that George Keller's long history with CONSULTANT and the South Florida community is a material inducement to the TOWN entering into this Agreement. Accordingly, unless excused by the Town Manager, George Keller shall personally attend weekly staff meetings and all regular Commission Meetings.

15.3 The Town Manager shall have the right to require CONSULTANT to change any personnel working on TOWN projects upon providing CONSULTANT with a ten (10) day written notice.

SECTION 16. COSTS AND ATTORNEY'S FEES

If either TOWN or CONSULTANT is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 17. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONSULTANT: Dennis J. Giordano, President
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Telephone: (954) 921-7791
Facsimile: (954) 921-8807

FOR TOWN:

Pam Brangaccio, Interim Town Manager
Town of Surfside
9293 Harding Street
Surfside, Florida 33154
Telephone: (305) 993-1051
Facsimile: (305) 993-5097

With Copy to:

Lynn Dannheisser, Esq.
Town Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 18. RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE

18.1 Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

18.2 Rights in Data. Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of TOWN and TOWN shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONSULTANT. TOWN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

18.3 Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the Town. CONSULTANT shall not include in the data any copyrighted matter unless CONSULTANT obtains the written approval of the Town Manager and provides said Town Manager with written permission of the copyright owner for CONSULTANT to use such copyrighted matter in the manner provide herein.

18.4 If this Agreement is terminated for any reason prior to completion of the work, the TOWN may, in its discretion, use any design and documents prepared hereunder.

SECTION 19. SUBCONTRACTORS

Subcontractors, if needed, shall be subject to the prior written approval of the Town Manager.

SECTION 20. COMPLIANCE WITH LAWS

CONSULTANT shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

SECTION 21. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

SECTION 22. OWNERSHIP OF DOCUMENTS

CONSULTANT understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONSULTANT or which is otherwise obtained or prepared by CONSULTANT under the terms of this Agreement is and shall at all times remain the property of the TOWN. CONSULTANT agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his sole discretion.

SECTION 23. AUDIT AND INSPECTION RIGHTS

23.1 The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONSULTANT under this Agreement, audit, or cause to be audited, those books and records of CONSULTANT that are related to CONSULTANT's performance under this Agreement. CONSULTANT agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

23.2 The TOWN may, at reasonable times during the term hereof, inspect CONSULTANT's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONSULTANT under this Agreement conform to the terms of this Agreement. CONSULTANT shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

SECTION 24. WARRANTIES OF CONSULTANT

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 25. PUBLIC RECORDS

CONSULTANT understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN 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 by the TOWN.

SECTION 26. NO CONTINGENT FEES

The CONSULTANT (for all services secured pursuant to CCNA, Chapter 287.055, Florida Statutes) warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gist, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 27. GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

SECTION 28. HEADINGS

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

SECTION 29. SEVERABILITY

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

SECTION 30. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

SECTION 31. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32. SURVIVAL OF PROVISIONS

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

SECTION 33. ENTIRE AGREEMENT

33.1 This Agreement and its attachments constitute the entire agreement between CONSULTANT and TOWN, and all negotiations and oral understandings between the parties are merged herein.

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

SECTION 34. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

SECTION 35. CONTENT OF THE REQUEST FOR PROPOSAL

The content of relevant provisions of the Request for Qualifications ("RFQ") are hereby incorporated by reference into this Agreement and is attached as Exhibit "B."

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization Agreement for Professional Services on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its mayor, authorized to execute same by Commission action on the 26th day of Feb., 2008; and Dennis J. Giordano authorized to execute same.

Attest:

Beatris M. Arguelles, Town Clerk

TOWN OF SURFSIDE

By: Pam Brangaccio
Pam Brangaccio, Interim Town Manager

Date: 2/26/08

CALVIN GIORDANO & ASSOCIATES, INC.

By:
Dennis J. Giordano, President

Date: 3/21/08

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE FLORIDA

Town Attorney

Lynn M. Dannheisser

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RESOLUTION NO. 2008-1811

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING A WORK AUTHORIZATION AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES RELATED THE TOWN OF SURFSIDE DRAINAGE IMPROVEMENTS PROJECT BETWEEN THE TOWN OF SURFSIDE AND CALVIN, GIORANO AND ASSOCIATES, INC., PROVIDING FOR IMPLEMENTATION OF AGREEMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Town previously requested qualifications from qualified architects which resulted in the selection of Calvin, Giordano & Associates, Inc. ("Consultant") to provide continuing professional services to the Town; and

WHEREAS, the Town wishes to engage Consultant to provide Professional Engineering Services related to the Town's Drainage Improvements Project, that is within the scope of services in the Professional Services Agreement by and between the Town and Consultant entered into on 11-13-08 ; and

WHEREAS, the Town finds that it is in the best interest of the Town to further engage Consultant to perform the work outlined in the Work Authorization Agreement attached as Exhibit "A"; and

WHEREAS, the Consultant is willing and able to perform such professional, services for the Town within the basic terms and conditions set forth in the Agreement attached as Exhibit "A"; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Agreement Approved.** That the Agreement, in substantially the form attached hereto, between the Town and Consultant is hereby approved, and the Town Mayor is hereby authorized to execute the Agreement, on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

Section 3. **Implementation.** That the Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution and the Agreement in accordance with the terms, conditions and purposes of this Resolution and the Agreement.

Section 4. **Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and **ADOPTED** on this 26th day of February, 2008.

Charles W. Burkett, Mayor

Attest:

Beatris M. Arguelles, CMC
Town Clerk

APPROVED AND TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

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WORK AUTHORIZATION AGREEMENT
FOR PROFESSIONAL SERVICES RELATED TO
DRAINAGE IMPROVEMENTS

BETWEEN

TOWN OF SURFSIDE, FLORIDA

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS WORK AUTHORIZATION AGREEMENT is made and entered into this ____day of _____, 2008, by and between the TOWN OF SURFSIDE, a Florida municipal corporation (the "TOWN"), and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation (the "CONSULTANT") (each a "Party", collectively, (the "Parties").

WHEREAS, pursuant to Competitive Consultants Negotiation Act, Section 287.055, Florida Statutes ("CCNA"), the TOWN requested qualifications from qualified architects and selected the CONSULTANT to act as the Town's Consulting, Planning, Engineering, Building and Code Compliance firm in a continuing contract for services, "(Professional Services"); and

WHEREAS, the TOWN, pursuant to a Request for Qualifications selected CONSULTANT to perform the aforementioned services as an independent contractor to TOWN; and

WHEREAS, the TOWN and CONSULTANT entered into a professional services agreement ("Professional Services Agreement") to perform the aforementioned services; and

WHEREAS, pursuant to the Professional Services Agreement, the CONSULTANT is willing and able to perform such additional, professional services for the TOWN within the basic terms and conditions set forth in this Work Authorization Agreement; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONSULTANT agree as follows:

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and CONSULTANT agree as follows:

SECTION 1. INCORPORATION, CONVENIENCE AND INTENT

Res. 2008-1811

The foregoing recitations are true and correct and are hereby incorporate by reference. The Parties acknowledge that services all fall within the requirements of the Florida Consultant's Competitive Negotiation Act (CCNA), Chapter 287.005, Florida Statutes. The Parties further acknowledge that for purposes of contract preparation and convenience, non-CCNA and CCNA services have been combined. As used in this Agreement, Professional Services, shall mean all services that CONSULTANT is required to provide herein.

SECTION 2. SCOPE OF SERVICES.

The CONSULTANT shall perform Professional Services for the TOWN as set forth in CGA Proposal No. 07-1552 (the "Proposal") attached hereto as Exhibit "A". To the extent that the Proposal conflicts with this Agreement, this Agreement shall be controlling.

SECTION 3. FEES FOR SERVICES

3.1 CONSULTANT shall be paid a lump sum amount of THREE HUNDRED NINETY-NINE THOUSAND, FIVE HUNDRED DOLLARS ($399,500.00) in the manner described in Exhibit "A".

3.2 TOWN shall pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT'S proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement

3.3 Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONSULTANT. When the above reasons for withholding payments are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by TOWN.

SECTION 4. TERM/TERMINATION

4.1 TERM OF AGREEMENT – This Agreement shall commence on the date that this agreement is approved by the is fully executed by all parties and shall continue in full force and effect unless and until it is terminated as provided below.

4.2 TERMINATION – Without Cause – This Agreement may be terminated by TOWN for any reason or no reason upon thirty (30) calendar days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

4.3 TERMINATION – With Cause – This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONSULTANT abandons this Agreement or causes it to be terminated by TOWN, CONSULTANT shall indemnify TOWN against loss pertaining to this termination, including, but not limited to, reasonable costs incurred in transition to a replacement CONSULTANT.

4.4 TERMINATION – Transfer of Ownership – This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the CONSULTANT. CONSULTANT shall notify Town Manager at least ten (10) business days before any such change in ownership of CONSULTANT.

4.5 Upon termination, CONSULTANT shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. It shall also reasonably assist the TOWN and any replacement consultants in the transition, including taking any acts necessary to allow the transfer of the GIS system.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

a. CONSULTANT has not performed services on a timely basis;
b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
c. CONSULTANT has failed to obtain the approval of the TOWN where required by this Agreement;
d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

5.2. In the event CONSULTANT fails to comply with the provisions of this Agreement, the TOWN may declare the CONSULTANT in default and notify the CONSULTANT in writing. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time, pursuant to Section 4 above, and its right for damages under Section 5.3.

5.3. In an Event of Default by the CONSULTANT, it shall be liable for all damages resulting from the default.

5.4. The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

SECTION 6. STATUS REPORTS AND UPDATES

On or before the first day of every month, CONSULTANT shall prepare and deliver to the Town Manager status reports showing the status of all pending work authorizations and projects related to this Agreement.

SECTION 7. HOURS OF OPERATION

CONSULTANT shall maintain fully staffed business hours equal to, but not less than, the Town's business hours of 8 AM to 5 PM, Monday through Friday, with the following holidays accepted:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

SECTION 8. POLICY OF NON-DISCRIMINATION

CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION 9. DRUG FREE WORKPLACE

CONSULTANT shall maintain a Drug Free Workplace.

SECTION 10. INDEPENDENT CONTRACTOR

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

SECTION 11. ASSIGNMENT

Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the Town Manager.

SECTION 12. CONFLICTS OF INTEREST

12.1 CONSULTANT shall not perform any services for any private sector clients (including, but not limited to, developers, corporations, real estate investors, etc.) on projects within the jurisdictional boundaries of the TOWN.

12.2 CONSULTANT acknowledges that, in the course of performing the services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the TOWN and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to CONSULTANT or of which CONSULTANT may otherwise become aware are and shall be and remain the confidential information of the TOWN ("Confidential Information"), unless otherwise deemed "public" by law. The CONSULTANT will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. CONSULTANT further acknowledges that, in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the TOWN or its agents, statistical, business or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). CONSULTANT affirms that it will not disclose such information and that if it determines that there could be a conflict, or potential conflict of interest, CONSULTANT and/or its agents will immediately advise the Town Manager.

12.3 CONSULTANT shall not review or perform any services regarding any application made by any client of CONSULTANT, even if the services CONSULTANT performs for such client are unrelated to the TOWN. In such instance, CONSULTANT shall disclose the relationship immediately to the Town Manager, who may retain an alternate CONSULTANT for those services. If the services relate to a fixed fee service, the fees for the alternate CONSULTANT shall be deducted from the fixed fee paid to CONSULTANT.

12.4 Neither CONSULTANT nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

12.5 CONSULTANT shall immediately notify TOWN if any public records are requested of CONSULTANT and/or if issues are discovered by CONSULTANT that may adversely impact TOWN.

12.6 CONSULTANT further agrees to use best efforts to maintain open, honest and direct communication with the Town Manager and Town Attorney in the performance of services required pursuant to this Agreement.

SECTION 13. INDEMNIFICATION

13.1 CONSULTANT shall indemnify, defend and hold harmless TOWN, its officials, appointed officers, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there from, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONSULTANT, its officials, agents, employees or subcontractors in the performance of the services of CONSULTANT under this Agreement.

13.2 CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 14, Insurance.

13.3 CONSULTANT shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONSULTANT of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

SECTION 14. INSURANCE

14.1 The CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained all insurances required pursuant to the Request for Qualifications. Proof of all insurance policies shall be approved by the Town Manager. CONSULTANT shall not allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.2 CONSULTANT shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with the policy limits outlined below:

- Workers' Compensation Insurance – as required by law.
- Employer's Liability Insurance - $1,000,000 per occurrence.
- Professional Liability Insurance – $1,000,000 per occurrence, $5,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed $100,000.00 per claim.
- Automobile Liability Insurance - $500,000 per occurrence, $500,000 per accident for bodily injury and $500,000 per accident for property damage.

The successful proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the Town of Surfside as additional insured and deductibles for each coverage at amounts approved by the Town Manager. CONSULTANT shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date of execution of this Agreement. Upon request of TOWN, CONSULTANT shall make available for inspection copies of any claims filed or made against any policy during the policy term. CONSULTANT shall additionally notify TOWN, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of $250,000 during the policy term. The Town Manager may require any other insurance coverage it deems necessary depending upon the exposures.

14.3 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Town Manager or designee prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, with financial ratings acceptable to the Town Manager. The TOWN shall be named as an additional insured on all insurance policies.

14.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not

continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

SECTION 15. REPRESENTATIVE OF TOWN AND CONSULTANT

15.1 It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONSULTANT designates George Keller as the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

15.2 The parties recognize that George Keller's long history with CONSULTANT and the South Florida community is a material inducement to the TOWN entering into this Agreement. Accordingly, unless excused by the Town Manager, George Keller shall personally attend weekly staff meetings and all regular Commission Meetings.

15.3 The Town Manager shall have the right to require CONSULTANT to change any personnel working on TOWN projects upon providing CONSULTANT with a ten (10) day written notice.

SECTION 16. COSTS AND ATTORNEY'S FEES

If either TOWN or CONSULTANT is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 17. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONSULTANT: Dennis J. Giordano, President
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Telephone: (954) 921-7791
Facsimile: (954) 921-8807

FOR TOWN:

Pam Brangaccio, Interim Town Manager
Town of Surfside
9293 Harding Street
Surfside, Florida 33154
Telephone: (305) 993-1051
Facsimile: (305) 993-5097

With Copy to:

Lynn Dannheisser, Esq.
Town Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 18. RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE

18.1 Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

18.2 Rights in Data. Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of TOWN and TOWN shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONSULTANT. TOWN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

18.3 Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the Town. CONSULTANT shall not include in the data any copyrighted matter unless CONSULTANT obtains the written approval of the Town Manager and provides said Town Manager with written permission of the copyright owner for CONSULTANT to use such copyrighted matter in the manner provide herein.

18.4 If this Agreement is terminated for any reason prior to completion of the work, the TOWN may, in its discretion, use any design and documents prepared hereunder.

SECTION 19. SUBCONTRACTORS

Subcontractors, if needed, shall be subject to the prior written approval of the Town Manager.

SECTION 20. COMPLIANCE WITH LAWS

CONSULTANT shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

SECTION 21. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

SECTION 22. OWNERSHIP OF DOCUMENTS

CONSULTANT understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONSULTANT or which is otherwise obtained or prepared by CONSULTANT under the terms of this Agreement is and shall at all times remain the property of the TOWN. CONSULTANT agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his sole discretion.

SECTION 23. AUDIT AND INSPECTION RIGHTS

23.1 The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONSULTANT under this Agreement, audit, or cause to be audited, those books and records of CONSULTANT that are related to CONSULTANT's performance under this Agreement. CONSULTANT agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

23.2 The TOWN may, at reasonable times during the term hereof, inspect CONSULTANT's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONSULTANT under this Agreement conform to the terms of this Agreement. CONSULTANT shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

SECTION 24. WARRANTIES OF CONSULTANT

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 25. PUBLIC RECORDS

CONSULTANT understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN 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 by the TOWN.

SECTION 26. NO CONTINGENT FEES

The CONSULTANT (for all services secured pursuant to CCNA, Chapter 287.055, Florida Statutes) warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gist, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 27. GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

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

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

SECTION 30. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

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Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

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The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

SECTION 35. CONTENT OF THE REQUEST FOR PROPOSAL

The content of relevant provisions of the Request for Qualifications ("RFQ") are hereby incorporated by reference into this Agreement and is attached as Exhibit "B."

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization Agreement for Professional Services on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its mayor, authorized to execute same by Commission action on the 26th day of Feb., 2008; and Dennis J. Giordano authorized to execute same.

Attest:

Beatris M. Arguelles, Town Clerk

TOWN OF SURFSIDE

By: _____
Pam Brangaccio, Interim Town Manager

Date: _____

CALVIN GIORDANO & ASSOCIATES, INC.

By: _____
Dennis J. Giordano, President

Date: _____

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE FLORIDA

Town Attorney

Lynn M. Dannheisser

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Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

January 24, 2008

Ms. Pam Brangaccio
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

RE: Surfside Drainage Improvements
CGA Proposal No. 07-1552

Dear Ms. Brangaccio,

We are pleased to submit this proposal for Professional Services on the above referenced project located in the City of Surfside.

I. Professional Engineering Services

A. Civil Engineering

1. Preliminary Engineering

- Review and modify any permitted conditions in Sub Basin 1 and 2 to include all areas contained within The Town of Surfside. Furnish engineering services required to establish the allowable off site flow rate and negotiation with jurisdictional agencies.
- Provide a Nodal Network of the sub basin flow assumptions and detailed conveyance information for review and comments before submittal to agencies.
- Meet with the Town to finalize the proposed condition and update the model as necessary per the agencies' comments.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

Fort Lauderdale West Palm Beach Orlando Fort Pierce Homestead

- Submit to the agencies a letter report, identifying the changes necessary to improve the basin's water quality and quantity discharge.

- Prepare an Opinion of Probable Costs and cost analysis of the design options for evaluating the various options.

- Model scenarios to identify the best discharge system to tidal waters. Prepare tables and charts with report as part of preliminary application process.

- Verify all easements and right of ways

- Coordinate with agencies and Town of Surfside regarding the location of the pump stations, drainage structures, pipes, wells, and control panels.

- Prepare and advise the Town on requirements and time schedule for all required submittals and approvals.

- Prepare conceptual drainage plan.

- Coordinate pre-design soil borings including site layout of borings with the geotechnical consultant. Prepare design recommendations and plans based on the geotechnical report.

2. Final Engineering

- Finalize location of pump stations, drainage structures, pipes, wells, and control panels

- Prepare hydraulic calculations for the design of pump stations, drainage structures, pipes, wells, and control panels.

- Coordinate with the Town of Surfside and pump manufactures during the pump selection process.

- Design wet well and pump station configuration, access driveways and fence if required.

- Design well boxes, wells, baffles, and screens for approximately 12 drainage wells.

- Prepare construction plans and specifications for pump stations, drainage structures, pipes, wells, and control panels.

- Prepare Engineers Opinion of Probable Costs

- Coordinate with agencies, property owners, and the Town, including all required correspondence and meetings.

- Attend and coordinate meetings as required with all local, county, and state authorities to achieve all final approvals and permits.

- Prepare technical specifications as amended and approved by the Town.

3. Engineering Services during Construction

- Assist in the advertisement, bidding process, and evaluation of bids

- Analyze bids and recommend to Town for award

- Review all shop drawings for compliance with specifications and plans

- Periodic field observations of construction. Pump and Force Main tests will be at the expense of the Contractor per the specifications.

- Preparation of Drainage As-Builts and Certifications.

4. Engineering Permitting

- Meet with agencies to finalize the accepted model conditions prior to submittal for permits.

- Prepare and submit permit applications to agencies as required

- Attend and coordinate meetings as required with all local, county, and state authorities to achieve final approvals and permits.

5. Sub Consultants

- Jaffer Associates: Drill dual tube reverse circulation well and sample water quality and lithologic profiles.

- Geotechnical Consultant: Provide geotechnical tests and report to developed the Best Management for Water Quality and Discharge offsite.

6. Miscellaneous

- The Lump Sum fee includes the inspection, interface, phasing and modifications to existing storm drainage system, installation of pump stations and about twelve (12) wells located at three (3) locations. The condition and capacity of each pump will be included in a letter report, which will include valuation and recommendation to the Town. The existing pumps will remain in service during construction.

- All work shall be in accordance with the DEP Agreement No. S0374, State of Florida Grant Assistance, pursuant to Line Item 1822 of the 2006-2007 General Appropriations Act.

- In accordance with the DEP Grant, all work shall be completed within 49 months from the date of execution by both the State and the Town of Surfside.

- The Lump Sum Fee Schedule per the DEP Grant is as follows:

-	Survey Project Sites	$20,000
-	Engineering Design	$261,500
-	Bid Project	$ 8,000
-	BMP Monitoring	$60,000
-	Post-Grant Project Administration	$40,000
-	Implement Education Component	$10,000
-	Total Lump Sum Fees	$399,500

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 ensure 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 Civil Engineering Services**	**$399,500.05**
	Project Administration	
	Best Management Practice Monitoring	$60,000.00
	Bid Project	$8,000.00
	Engineering Design	$261,499.35
	Implement Education Component	$10,000.00
	Post Grant Project Administration	$40,000.70
	Survey	$20,000.00
II	**Meetings not included in I thru I**	**Hourly**
	TOTAL Lump Sum (Plus Hourly Services)	**$399,500.05**

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. agrees to indemnify, hold harmless and, at CLIENT's option, defend or pay for an attorney selected by CLIENT, to defend CLIENT, 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 Calvin, Giordano & Associates, Inc.
- 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 $399,500.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: _____ Date: 1-24-08
Name: Dennis J. Giordano
Title: President

By: _____ Date: _____
Name: Ms. Pam Brangaccio
Title: Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	210.00
Executive Assistant	70.00
ENGINEERING	
Associate, Engineering (VI)	185.00
Director, Engineering (V)	160.00
Project Manager (IV)	140.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	95.00
Senior CADD Technician Manager	110.00
CADD Technician	90.00
Traffic Technician	85.00
Permit Administrator	85.00
Clerical	70.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	160.00
GIS Coordinator	140.00
GIS Specialist	120.00
Multi-Media 3D Developer	110.00
GIS Technician	95.00
Sr. Applications Developer	160.00
Applications Developer	130.00
Network Administrator	150.00
System Support Specialist	110.00
IT Support Specialist	80.00
CONSTRUCTION	
Associate, Construction	160.00
Construction Management Director	130.00
Senior Inspector	95.00
Inspector	85.00
EMERGENCY MANAGEMENT	
Director	140.00
Planner	100.00
Jr. Planner	85.00

PLANNING	
Associate, Planning	160.00
Director of Planning	140.00
Planning Administrator	130.00
Assistant Director	120.00
Planner	100.00
Jr. Planner	85.00
EXPERT WITNESS	
Principal/Associate	325.00
Registered Engineer/Surveyor	275.00
Project Engineer	225.00
LANDSCAPE ARCHITECT	
Associate, Landscape	160.00
Senior Landscape Architect	125.00
Environmental Administrator	120.00
Landscape Architect	110.00
Environmental Specialist	100.00
Landscape CADD Technician	90.00
Environmental Assistant	80.00
SURVEYING	
Associate, Surveying	160.00
Senior Registered Surveyor	140.00
Survey Crew	130.00
Registered Surveyor	120.00
Survey Coordinator	100.00
CADD Technician	90.00
3D Laser Scanner	350.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	150.00
Sub-meter G.P.S	70.00
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	110.00
Environmental Scientist	95.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Effective January 1, 2008

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
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RESOLUTION NO. 1800

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2007/2008 POLICE CONFISCATION FUND EXPENDITURE IN THE AMOUNT OF SEVENTY-NINE THOUSAND FIVE HUNDRED DOLLARS ($79,500.00) TO BE FUNDED BY PROCEEDS OF CONFISCATED FUNDS.

WHEREAS, Florida Statute Section 932.7055, Florida Statutes, defines the purposes and procedures to be utilized for the appropriation and expenditure of Police Confiscation Fund; and

WHEREAS, the Chief of Police of the Town of Surfside has determined that such needs exist and is in compliance with Section 932.7055, Florida Statues; and

WHEREAS, such funds are available in the Police Confiscation Fund – State of Florida;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. **Confiscation Fund Expenditures.** Based on the attached certificate of the Police Chief, the Town Commission hereby approves the fiscal year Police Confiscation Fund expenditures for the Town of Surfside, a true and correct listing of which is set forth in Exhibit A.

Section 2. **Effective Date.** The Commission of the Town of Surfside hereby ordains that this Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED this 8th day of January 2008.

Attest:

Beatris M. Arguelles, CMC
Town Clerk

Charles W. Burkett, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

EXHIBIT A

EXPENDITURE FOR THE PURCHASE OF ONE MOBILE DATA SYSTEM-CAD INTERFACE, 25 MDS 2000 CLIENT LICENSES, MDS 2000 CLIENT SOFTWARE AND MDS SERVER (SOFTWARE FOR LAPTOP COMPUTERS). **$71,500.00**

THIS WILL ALLOW OFFICERS THE ABILITY TO TAKE REPORTS IN THE FIELD AND SAFELY RUN CRIMINAL BACKGROUND CHECKS THEREBY INCREASING EFFICIENCY, PRODUCTIVITY AND VISIBILITY TO THE COMMUNITY.

EXPENDITURE FOR THE PURCHASE OF eFORMS SOFTWARE. THIS IS AN UPDATE TO THE CURRENT SYSTEM TO BE UTILIZED IN CONJUCTION WITH THE NEW LAPTOP COMPUTER PROJECT. **$7,997.00**

AFFIDAVIT

I, **DAVID E. ALLEN,** Chief of Police of the Town of Surfside, do hereby certify that the aforementioned proposed request for expenditures from the Town of Surfside Confiscation Fund, for the 2006/2007 Fiscal Year budget complies with provisions of Section 932.7005, Florida Statutes.

Dated: 1-4-08

David E. Allen

DAVID E. ALLEN, Chief of Police

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PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,017

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER 07-1774 **DATE APPROVED** 08/14/07 **CGA PROJECT NUMBER** 06-5905.1

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
EAR	EVALUATION AND APPRAISAL REPORT	$60,630.00	$60,630.00
	CONTRACT COST		
	ADDITONAL MEETINGS	HOURLY	
	EXPENSES	HOURLY	
	Previously Billed To Date		(59,417.40)
			1,212.60
	DEPT. Legislative		
	ACCT. # 001-1000-515-4900		
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.		
	9/29		
	DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

an Employee Owned Company

EXHIBIT
A

June 19, 2007

Mr. W.D. Higginbotham, Jr.
Town Manager
Town of Surfside
Municipal Building 9293 Harding Avenue
Surfside, FL 33154

RE: Surfside EAR
CGA Proposal No. 06-5905.1

Dear Mr. Higginbotham, Jr.,

We are pleased to submit this proposal for Professional Services on the above referenced project located in the City of Surfside.

I. Professional Engineering Services

A. Traffic Engineering Fort Lauderdale

1. Analysis of traffic issues related to transportation
2. Review of Transportation Element Objectives
3. Transportation Level of Service Analysis

B. Civil Engineering Fort Lauderdale

1. Analysis of Civil Engineering issues
2. Review of Infrastructure Element Objectives
   - Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services

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Fax: 954.921.8807
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3. Review financial Capital Improvement Projects

II. Professional Planning Fort Lauderdale Services

A. Evaluation and Appraisal Report preparation

1. EAR Scoping meeting

- The Consultant will organize and facilitate one scoping meeting with local and other government officials meeting to determine major issues for consideration in the Town of Surfside EAR. This meeting will also be open to the public so that full community input can be received on determining the list of major issues

2. Local Planning Agency and Commission Meetings

- The Consultant will present a preliminary major issues list based upon the scoping meeting to obtain the LPA's and Town Commission's consensus on the major issues. A letter will be prepared for DCA requesting a "Memorandum of Understanding."

3. Prepare Draft EAR

- Population growth and changes in land area since the plans most recent amendment
- Extent of vacant and developable land
- Financial feasibility of implementing the Comprehensive Plan and ability to maintain adopted levels-of-service and sustain Concurrency Management Systems through the Capital Improvement Element
- Location of existing development in relation to the location of development as anticipated in the original Plan

Res. 07-1774

- Identification of major issues

- Relevant changes to the State Comprehensive Plan, Chapter 9J-5, Florida Administrative Code, and the Strategic Regional Policy Plan since the most recent Comprehensive Plan amendments

- Assessment of Plan objectives as they related to major issues

- A brief assessment of successes and shortcomings related to each element of the Plan

- Identification of actions or corrective measure to address the major issues identified and analyzed in the report

- Summary of public participation undertaken by the Town

- Coordination of the Comprehensive Plan with public school planning

- The extent to which the Town has been successful in identifying alternative water supply projects and traditional water supply projects.

- An evaluation of whether any past reduction in land use density impairs the property rights of current residents when redevelopment occurs including redevelopment after a disaster

- Assessment to which a Concurrency Exception Area a Concurrency Management Area, or a Multimodal Transportation District has achieved the purpose for which it was created

- An assessment of the extent to which changes are needed to develop a common methodology for measuring impacts on transportation facilities for purpose of implementing its Concurrency Management System

4. Public hearings on Draft EAR

Res. 07-1774

- Public hearing with the Local Planning Agency and Board of County Commissioners will be held on whether to transmit the proposed EAR to DCA. (One each.)

5. Revise EAR based on DCA comments

- The EAR will be revised based upon comments received by the DCA

6. Adoption Hearing

- A public hearing will be held on whether to adopt the proposed EAR

III. Professional Environmental Fort Lauderdale Services

A. Elements to be reviewed include:

1. Coastal and Conservation

IV. Professional Data Technologies & Development FTL Services

A. Maps created in support of the Surfside EAR may include:

1. Future Land Use

2. Traffic Circulation

3. Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element

4. Conservation Element

5. Recreation and Open Space

Res. 07-1774

B. Data utilized for the Surfside EAR will be acquired from the Town of Surfside, Miami-Dade County, South Florida Water Management District, FEMA or other public related agencies.

C. Maps will be created to support goals, objectives and policies. Maps will be created for all Comprehensive Plan Elements. GIS data layers will be utilized for inventory and analysis as required.

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.
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- Calvin, Giordano & Associates, Inc. will ensure 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

Res. 07-1774

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:

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- 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

Res. 07-1774

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:

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PROPOSED SCHEDULE OF FEES		
I	**Professional Engineering Services**	
	A Professional Traffic Engineering Fort Lauderdale Services	**$8,400.00**
	Corridor Planning Studies	$8,400.00
	B Professional Civil Engineering Fort Lauderdale Services	**$6,950.00**
	Preliminary Engineering	$6,950.00
II	**Professional Planning Fort Lauderdale Services**	**$28,700.00**
	Other Planning Work Activity	
	EAR Preparation	$28,700.00
III	**Professional Environmental Fort Lauderdale Services**	**$9,020.00**
	Other Environmental Work Activity	$9,020.00
IV	**Professional Data Technologies & Development Fort Lauderdale Services**	**$7,560.00**
	GIS	
	Project Management/General Tasks	$1,400.00
	Acquire data	$650.00
	Review Data	$440.00
	Create New Data	$330.00
	QA/QC	$1,880.00
	Prepare ArcMap Document	$1,320.00
	Testing	$220.00
	Plotting	$1,320.00
V	**Meetings not included in I thru IV**	**Hourly**
	TOTAL Lump Sum (Plus Hourly Services)	**$60,630.00**

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TERMS OF THE AGREEMENT

- All aspects of GIS data development created by Calvin, Giordano & Associates, Inc. will be property of the CLIENT and will given to the CLIENT at time of project completion.
- Calvin, Giordano & Associates, Inc. agrees to indemnify, hold harmless and, at CLIENT's option, defend or pay for an attorney selected by CLIENT, to defend CLIENT, 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 Calvin, Giordano & Associates, Inc.
- 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.

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- 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.

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- 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.

Shelley Eichner

Shelley Eichner, AICP
Vice President

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Cost of these services are $60,630.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: Shelley Eichner Date: 6/19/07
Name: Shelley Eichner, AICP
Title: Vice President

By: Date: June 28, 2007
Name: Mr. W.D. Higginbotham, Jr.
Title: Town Manager

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Project Surfside EAR

Department	Work Activity	Employee Classification	Rate	Hours
Civil Engineering Fort Lauderdale	Conceptual Drainage Plans	Project Engineer III	120.00	3
Civil Engineering Fort Lauderdale	Conceptual Water & Sewer Plans	Project Engineer III	120.00	3
Civil Engineering Fort Lauderdale	Meetings with Drainage District/County	Project Engineer III	120.00	2
Civil Engineering Fort Lauderdale	Meetings with the Client	Project Engineer III	120.00	4
Civil Engineering Fort Lauderdale	Meetings with Utility Department	Project Engineer III	120.00	2
Civil Engineering Fort Lauderdale	Project Management/General Tasks	Director Engineering V	150.00	4
Civil Engineering Fort Lauderdale	Project Management/General Tasks	Eng CADD Technician	80.00	8
Civil Engineering Fort Lauderdale	Project Management/General Tasks	Eng Sr CADD Tech Manager	100.00	4
Civil Engineering Fort Lauderdale	Project Management/General Tasks	Clerical	70.00	8
Civil Engineering Fort Lauderdale	Project Management/General Tasks	Jr. Engineer I	85.00	16
Civil Engineering Fort Lauderdale	Project Management/General Tasks	Project Engineer III	120.00	8
Civil Engineering Fort Lauderdale	Quality Control	Director Engineering V	150.00	1
Civil Engineering Fort Lauderdale	Quality Control	Project Engineer III	120.00	1
Civil Engineering Fort Lauderdale	Utility Request Letters	Project Engineer III	120.00	4
Data Technologies & Development Fort L...	Acquire data	GIS Coordinator	130.00	5
Data Technologies & Development Fort L...	Create New Data	GIS Specialist	110.00	3
Data Technologies & Development Fort L...	Plotting	GIS Specialist	110.00	12
Data Technologies & Development Fort L...	Prepare ArcMap Document	GIS Specialist	110.00	12
Data Technologies & Development Fort L...	Project Management/General Tasks	GIS Coordinator	130.00	5
Data Technologies & Development Fort L...	Project Management/General Tasks	Associate Data Tech	150.00	5
Data Technologies & Development Fort L...	QA/QC	GIS Specialist	110.00	12
Data Technologies & Development Fort L...	QA/QC	GIS Coordinator	130.00	2
Data Technologies & Development Fort L...	QA/QC	Associate Data Tech	150.00	2
Data Technologies & Development Fort L...	Review Data	GIS Specialist	110.00	4
Data Technologies & Development Fort L...	Testing	GIS Specialist	110.00	2
Environmental Fort Lauderdale	Environmental Planning	Env Administrator	110.00	82
Planning Fort Lauderdale	EAR Preparation	Planning Administrator	120.00	130
Planning Fort Lauderdale	EAR Preparation	Planning Assist Director	110.00	45
Planning Fort Lauderdale	EAR Preparation	Clerical	70.00	45
Planning Fort Lauderdale	EAR Preparation	Principal	200.00	25
Traffic Engineering Fort Lauderdale	Agency Data Collection	Traffic Technician	75.00	8
Traffic Engineering Fort Lauderdale	Draft Report Preparation	Project Engineer III	120.00	4
Traffic Engineering Fort Lauderdale	Existing Conditions Analysis	Project Manager IV	130.00	2
Traffic Engineering Fort Lauderdale	Existing Conditions Analysis	Project Engineer III	120.00	2
Traffic Engineering Fort Lauderdale	Existing Conditions Analysis	Jr. Engineer I	85.00	12

Monday, June 18, 2007 12:04 PM

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Project Surfside EAR

Department	Work Activity	Employee Classification	Rate	Hours
Traffic Engineering Fort Lauderdale	Field Data Collection	Jr. Engineer I	85.00	4
Traffic Engineering Fort Lauderdale	Field Data Collection	Project Engineer III	120.00	2
Traffic Engineering Fort Lauderdale	Field Data Collection	Traffic Technician	75.00	8
Traffic Engineering Fort Lauderdale	Final Report Preparation	Traffic Technician	75.00	4
Traffic Engineering Fort Lauderdale	Final Report Preparation	Project Engineer III	120.00	4
Traffic Engineering Fort Lauderdale	Methodology Development/Scoping	Director Engineering V	150.00	0
Traffic Engineering Fort Lauderdale	Methodology Development/Scoping	Project Manager IV	130.00	2
Traffic Engineering Fort Lauderdale	Project Management/General Tasks	Director Engineering V	150.00	2
Traffic Engineering Fort Lauderdale	Project Management/General Tasks	Project Manager IV	130.00	4
Traffic Engineering Fort Lauderdale	Project Traffic Forecasting	Jr. Engineer I	85.00	12
Traffic Engineering Fort Lauderdale	Traffic Characteristics and Factors	Project Engineer III	120.00	6
Traffic Engineering Fort Lauderdale	Traffic Characteristics and Factors	Jr. Engineer I	85.00	12
		Budget:	$60,630.00	547 Hours

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RESOLUTION NO. 2007-1774

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT AFTER-THE-FACT WITH CALVIN, GIORDANO & ASSOCIATES, INC. FOR PROFESSIONAL SERVICES IN CONNECTION WITH THE PREPARATION OF AND EVALUATION AND APPRAISAL REPORT ("EAR").

WHEREAS, Calvin, Giordano & Associates, Inc. (the "Consultant"), responded to a Request for Qualifications for general planning and engineering services which was recommended by the Manager to the Town Commission June 12, 2007;

WHEREAS, the Town Manager, has now entered into a contract with the Consultant for preparation of an EAR based on the Commission's direction, which contract needs to be ratified after-the-fact.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Agreement for Professional Services in Connection with Preparation of an Evaluation and Appraisal Report ("EAR"). The attached Agreement for the preparation of the Town of Surfside EAR dated June 19, 2007 and attached hereto as Exhibit "A" is hereby approved after-the-fact.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED and **ADOPTED** on this 14th day of August, 2007.

Charles W. Burkett, Mayor

Attest:

Beatris M. Arguelles, CMC
Town Clerk

APPROVED AND TO FORM AND LEGAL SUFFICIENCY:

Lynn M. Dannheisser, Town Attorney

Res. 07-1774

Attachment “5”

Town of Surfside

Request for Qualifications (RFQ) For General Consulting Engineering, Planning, Building and Code Compliance Services

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TOWN OF SURFSIDE

Request for Qualifications
GENERAL CONSULTING ENGINEERING, PLANNING, BUILDING AND CODE COMPLIANCE SERVICES

Pursuant to **Consultants' Competitive Negotiation Act,** Section 287.055, Florida Statutes, the Town of Surfside requests qualified consulting firms to submit Letters of Interest and Statements of Qualification and Experience, including Standard Forms 254 and 255, to act as the Town 's Consulting Planning, Engineering, Building and Code Compliance firm in a continuing contract for services, including but not limited to the following:

1. Planning including comprehensive and current planning, GIS support/implementation of system, redevelopment efforts, disaster recovery, and landscape architecture.

2. Engineering including capital projects, water, sewer and drainage projects, environmental issues, surveying design; other services including building and code compliance services; and planning and general consultation as more specifically described in the RFQ.

3. Building including plan review, field inspections, on-call services and qualified Building Official.

4. Code Compliance services to include the provision of qualified Code Compliance Officers to enforce property maintenance standards. Consulting services will be requested on an "as needed" and "when needed" basis.

The quantity of work will vary throughout the contract term. Interested firms must have at least one full-time staff member licensed as a Professional Civil Engineer in accordance with Chapter 471, Florida Statutes (Florida Licensed Professional Engineer) and at least one full-time certified planner (AICP) who will be available to provide services to the Town during the term of the contract. ***A complete RFQ may be picked up at the Town Clerk located at: 9293 Harding Avenue, Surfside, Florida 33154.***

Submittals shall be clearly marked, "***GENERAL CONSULTING ENGINEERING, PLANNING, BUILDING AND CODE COMPLIANCE SERVICES.***"
All submittals must be received by May 10. 2007. Late submittals shall not be accepted or considered.

The Town of Surfside reserves the right to accept any submittal deemed to be in the best interest of the Town or to waive any informality in any submittal. The Town may reject any or all submittals and re-advertise. The Town reserves the right to engage one or more firm(s) for individual tasks or for all services as needed.

All questions or comments should be directed to Beatris Arquelles, Town Clerk at (305) 861-4863.

PROJECTED TIMEFRAME

May 10, 2007	Proposal submittal deadline to Town Clerk
May 18, 2007	Town Review of RFQ Submittals
May 21 - 25	Firms Notified for Presentations (if needed)
(To be determined)	Presentations and Ranking
June 10, 2007	Recommendation to Town Commission
June 11, 2007	Negotiation with Firm
June 8, 2007	Negotiated Agreement Presented to Town Commission

ITEMS TO BE SUBMITTED

Pursuant to the Consultant's Competitive Negotiation Act (F.S. 287.055), sealed submittals for consideration to provide the services detailed in the "Scope of Services" listed below, shall be received by Town Clerk located at 9293 Harding Avenue, Surfside, Florida 33154, until **3:30pm** on **May 10, 2007**. The submittals shall be clearly marked, ***"GENERAL CONSULTING ENGINEERING, PLANNING, BUILDING AND CODE COMPLIANCE SERVICES".***

All submittals shall be publicly opened and recorded at 3:30 p.m. on **May 10, 2007**
Late submittals shall not be accepted or considered.

To be eligible for selection, interested consultants must submit **ten (10)** sets of the following information:

Section 1 – Introduction of Firm

1) Name of firm(s), address, contact person, telephone number. Include certificate(s) of authorization to offer professional services, including prime as well as supporting firms.

2) Proof of authorization to transact business in the State from the Florida Secretary of State, from prime as well as supporting firms.

Section 2 – Qualifications and Experience

1) Appropriate current Federal 254 and 255 forms showing the firm's data and supporting the firm's ability to perform each category of work required.

2) List of client references with contact names and telephone numbers.

Section 3 – Project Staffing and Management

1) Proposed organizational chart identifying professionals and their area of responsibilities.

2) Resumes of staff to be assigned to project.

Section 4 - Methodology and Approach to Services

1) Clearly identify which task(s) the firm wishes to be considered for.

2) Outline in general terms the proposed approach and process and clearly describes the methodology the firm will utilize to meet the goals, objectives and deadlines required for tasks assigned by the Town.

3) Submit a work product from a similar, previously performed project that illustrates the approach discussed in 4.2. (More than one illustration may be necessary if responding to several types of service.)

EVALUATION OF SUBMITTALS

Submittals will be evaluated and scored by a committee using the criteria listed below:

CRITERIA	***DESCRIPTION***	***POINT RANGE***
A.	Successful similar Florida municipal engineering, planning, building and/or code compliance experience	0-25
B.	Adequacy of information submitted relating to content, quality and completeness/overall impression	0-25
C.	Management and staffing-relevant experience and abilities of assigned personnel; commitment to use same personnel under contract	0-15
D.	Ability to supply all the major disciplines necessary	0-15
E.	Availability of staff, including workload and location	0-10
F.	Familiarity or ability to become familiar with local needs	0-10
Maximum Points		***100***

These weighted criteria are provided to assist the Responders in the allocation of their time and efforts during the submission process. The criteria will also guide the Evaluation Committee during the short-listing and final ranking of Responders by establishing a general framework for those deliberations.

Short listed Responders may be selected to give a presentation to the Evaluation Committee prior to a recommendation being presented to the Town Commission.

The Town of Surfside reserves the right to accept any submittal deemed to be in the best interest of the Town or to waive any informality in any submittal. The Town may reject any or all submittals and re-advertise. There exists the possibility that the Town may consider it in its best interest, to award the contract to more than one firm, each to be available for specific assignments as the need arises. The Town reserves the right to engage one or more firm(s) for individual tasks or for all services as needed.

All questions or comments should be directed to Beatris Arquelles, Town Clerk at (305) 861-4863

SCOPE OF SERVICES

The Town of Surfside is seeking the services of a professional engineering and planning firm (or other qualified person or entity) to provide general municipal consulting services to the Public Works and Community Development Departments on a contractual basis for services not limited to the following:

Planning Services

*Comprehensive Planning-*Prepare EAR-based and annexation related amendments to Comprehensive Plan. Provide document reproductions of professional quality as required and provide electronic copies of documents. Act as liaison between Town and other governmental agencies.

Current Planning- Support for Planning and Zoning Board including site plan review, plats and development submittals, as well as compliance review of applications for building permits and occupational licenses. Research and preparation of response to inquiries including, but not limited to, plat determinations, due diligence letters and lien searches. Develop policies and procedures related to planning and zoning activities, such as fee schedules, application process, revision of Town Code as necessary.

GIS Support/Implementation of System- Update land use, zoning and any address and street maps as needed due to land use changes or annexation. Provide electronic and printed versions of maps as directed. Prepare lot, block, parcel and road R.O.W. lines in CADD files. Prepare additional layers as requested.

*Redevelopment Efforts and/ or downtown -*Ability to facilitate visioning process, assist with the creation and operation of community redevelopment agencies. Provide corridor planning and specialized urban design/neighborhood planning services.

Disaster Recovery- Ability to provide professional services related to Disaster Recovery including staff with FEMA experience

Landscape Architecture-Provide professional landscape architectural and environmental planning services including review of applications for permits, field inspections and developing related policies, procedures, site design, gateway feature design, multi-use trail/path design, and other related landscape architectural services.

Engineering Services

- Water Management District
- Drainage Facilities Engineering and Design
- Structural Engineering Services
- Sidewalk/Bike/Walking Path Design
- Field Survey Services
- Road Construction Design
- Traffic Engineering Services
- Utility Infrastructure Design
- Review of Construction Specifications
- Construction Inspection and Management
- General Engineering Services
- Electrical Engineering
- Environmental Engineering Services
- Utility System Planning, Engineering and Rates

General Consulting Services

- Meetings and additional services as directed by the Town and approved in advance
- Loan and Grant Assistance
- Bid Specification Preparation
- Specialized Services as Identified
- Fee and Rate Studies
- Park and Recreation Facilities

Optional Services

Building Services

- Provide plan review services for residential and non-residential projects within all building disciplines
- Provide inspections services for residential and non-residential projects within all building disciplines
- Provide on call staffing services with minimal notice (4-8 hours) indicating the number of certified plans examiners and inspectors available
- Provide services of qualified Building Official

Code Compliance Services

Provide certified code compliance officers to perform duties of enforcing property maintenance standards for residential and, commercial properties

Please indicate which of the above services your firm cannot provide and which services your firm is interested in being considered to provide.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

By_____
(Print this individual's name and title)

for_____
(Print name of entity submitting statements)

whose business address is:_____

and whose Federal Employer Identification Number (FEIN) is _____

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn

Statement: _____

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or *nolo contendere*.

4. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity come. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

_____ _____
Signature Date

NON-COLLUSIVE AFFIDAVIT

State of_____)
_____)ss
County of_____)

_____ being first duly sworn, deposes and says that:

(1) He/she is the (Owner, Partner, Officer, Representative or Agent) of the Bidder that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Surfside, or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

FURTHER, AFFIANT SAYETH NAUGHT.

_____
(vendor)

_____
Signature President/Owner/Officer of the Company

Sworn to and subscribed before me this ____ day of _____, 2007, by_____ (President/Owner) of _____ who is personally known to me or has produced _____ as identification.

_____
Notary Public signature
Printed name:_____
My Commission Expires:_____
Commission Number:_____

Attachment “6”

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

TOWN OF SURFSIDE, FLORIDA

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into this 13th day of Nov., 2007, by and between the TOWN OF SURFSIDE, a Florida municipal corporation (the "TOWN"), and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation (the "CONTRACTOR").

WHEREAS, the TOWN is in need of a qualified consulting firm to act as the Town's Consulting, Planning, Engineering, Building and Code Compliance firm in a continuing contract for services, including but not limited to planning; GIS support/implementation of system; redevelopment efforts; disaster recovery; landscape architecture; engineering; building, including plan review, field inspections, on-call services and qualified Building Official; and code compliance services to include the provision of qualified Code Compliance Officers ("Professional Services"); and

WHEREAS, the TOWN, pursuant to a Request for Qualifications selected CONTRACTOR to perform the aforementioned services as an independent contractor to TOWN; and

WHEREAS, Calvin, Giordano & Associates, Inc., performs these services for many governmental entities, including other municipalities, and has offered to provide high-level services to the TOWN for a reasonable cost; and

WHEREAS, the TOWN and CONTRACTOR desire to enter into an agreement setting forth the terms and conditions upon which the aforementioned Professional Services will be provided by CONTRACTOR; and

WHEREAS, TOWN has followed the selection and negotiation process for all services that require compliance with the Florida Consultant's Competitive Negotiation Act (CCNA) (Chapter 287.055, Florida Statutes), as amended.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. INCORPORATION, CONVENIENCE AND INTENT

The foregoing recitations are true and correct and are hereby incorporated by reference. The parties acknowledge that professional engineering services, landscape architect services and surveying services all fall within the requirements of the Florida Consultant's Competitive Negotiation Act (CCNA), Chapter 287.005, Florida Statutes. The parties further acknowledge that for purposes of contract preparation and convenience, non-CCNA and CCNA services have been combined. As used in this Agreement, Professional Services, shall mean all services that CONTRACTOR is required to provide herein.

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR shall perform Professional Services for the TOWN consisting of the following: community development, planning & zoning, landscape architecture, general and municipal engineering, emergency management services and associated miscellaneous services.

2.1 PLANNING SERVICES

2.1.1 Comprehensive Planning

2.1.2 Community Development Director

The CONTRACTOR shall provide a Community Development Director to TOWN which shall be responsible for providing the following services:

- Provide information to the general public as it relates to all land development activities within the TOWN.
- Provide information to builders and developers as it relates to policies and procedures within the TOWN relative to land planning within the TOWN.
- Oversee the development, maintenance and updating of land use and zoning maps as required by local and state agencies.
- Attend all staff meetings, all Town Commission meetings and any workshops, at which attendance by the CONTRACTOR is deemed necessary by the Town Manager and attend all County and State agency meetings and forums as required by the Town Manager and report back to Town Manager regarding meeting agendas, goals and any relevant discussions.
- Supervise and coordinate the building permit process with respect to zoning and fire marshal review.
- Develop, establish and supervise the system for the issuance of certificates of use and occupational licenses.
- Act as liaison between the TOWN, County, South Florida Regional Planning Council and State Department of Community Affairs.
- Develop policies and procedures regarding all planning and zoning activities, and develop schedules and time frames for processing all land development activities (including, but not limited to rezoning).
- Provide information to Town Manager and Town Commissioners on all relevant and applicable planning issues.
- Provide all internal support services attendant to the above.
- Perform any and all related services required by this position.

Fixed Fee: **$7,500.00 per month**

2.1.3 Planning and Zoning Process

- Provide all staff services for Planning and Zoning Review Process.
- Provide and maintain a zoning ordinance, related documents and make recommendations the Town Manager regarding amendments to said ordinance.

- Provide and maintain a comprehensive plan and related documents.
- Perform any and all related services required for Planning and Zoning Services.

Fixed Fee: **$5,000.00 per month**

2.2 DESIGN SERVICES (LANDSCAPE ARCHITECTURE)

- CONTRACTOR shall provide the necessary personnel and equipment for special project design, permitting, inspections, special reports, studies, and other related services as required by the Town Manager on a project-by-project basis, for which CONTRACTOR shall submit a schedule of work to be performed.

Cost Proposal Hourly Fee: **A cost proposal in the form of a work authorization shall be submitted for each new project to the Town Manager. Any work performed due to the cost proposal shall be based upon CONTRACTOR's lowest hourly fee.**

2.3 CODE ENFORCEMENT/SPECIAL MASTER PROCESS ADMINISTRATION

- Provide administrative/management direction and oversight to field code enforcement staff and office support staff.
- Provide management, process and procedures for administration of the Special Master Process.
- Utilize "Inkforce" software system capable of generating and tracking all code violations and scheduling follow-up inspections as necessary. (software licenses and hardware available at additional cost)
- Perform any and all related services required by this position.

Fixed Fee: **$2,000.00 per month**

2.4 BUILDING CODE SERICES

- Provide Building Official, Plumbing, Electrical and Mechanical Plan Review and Inspection Services as required the Florida Building Code and Florida Statute
- Web based Building Department Software and support
- Provide Permit Technicians and Permit Administrators
- File Maintenance and organization
- Preparation of and filing of all required forms and documents
- The use of standardized checklists to minimize errors
- Maintenance of quantity and quality control through the utilization of software and comprehensive workflow systems
- Set turn around times for all project types will met, simple single discipline permits two days, single family residence 5 days, larger commercial projects 10 working days
- Expedited Plan Review for clients with scheduling issues.

The utilization of specific checklists for documentation and quality assurance

2.4.1 User Fee (Permit Fee) Based Compensation. Users of the Building Code Services Department shall pay Permit Fees and other Related fees according to the Fee Schedule in Exhibit "A". Contractor shall return to the TOWN 10% of the total revenues collected to cover the Town's administrative costs and other costs relating to the enforcement of the Florida Building Code on or about the 15th of the following month. The fee schedule may be adjusted annually by Resolution of the Town Commission in an amount equal the increase in the Consumer Price Index (CPI).

2.5 COMMUNITY SERVICES

A. Streets, Rights-of-Way and Facilities

- Contract administration for maintenance of public rights-of-way, landscaping and irrigation systems to provide safe and comfortable common grounds for the residents of TOWN.
- Contract administration for the construction, operation and maintenance of public facilities.
- Contract administration and coordination of sidewalk and streetlight maintenance for all public roadways to ensure safe passage throughout Surfside.
- Contract administration and oversight of the Town's solid waste/sanitation disposal operations.
- Recommend, develop and implement capital improvement plan for the Town.
- Provide contract administration and assist in seeking local, state and federal grants for improvements to the public works within TOWN.
- Perform any and all related services required by the Town Manager.

B. General and Municipal Engineering

- Administer the Town's NPDES/Stormwater Master Plan programs
- Manage traffic ways improvement projects/contracts implemented by the Town
- Oversee the operation and maintenance of water, wastewater, and stormwater utilities
- Perform related services as required by the Town Manager

Fixed Fee: $12,000.00 per month

2.6 TOWN WEBSITE

Host and maintain the Surfside website containing TOWN contact information, statistics, history, departmental and facility descriptions, Commission meeting schedules, meeting agendas, agenda packages, minutes, Town Codes and other data as requested by the Town Manager.

Fixed Fee: $1,000 per month for website hosting

2.7 EMERGENCY MANAGEMENT SERVICES

- Attend emergency management related meetings including the Local Mitigation Strategy Committee, emergency managers meetings, area meetings, and others as directed
- Participate in relevant training and exercises to inject the interests of the TOWN.

- Maintain and update plans, policies and procedures to maintain compliance and ensure rosters, MOUs, and contracts are current
- Monitor legal and regulatory changes impacting the TOWN's emergency management program
- Respond to inquiries regarding emergency management, evacuation and related issues

Fixed Fee: $1000 per month

2.8 ADDITIONAL MISCELLANEOUS SERVICES

In addition to the fee contracts listed above, the CONTRACTOR will also provide additional services on an hourly basis as required by the Town Manager, including, but not limited to, engineering, traffic engineering, landscape architect services, and survey services (CCNA services); as well as any other services requested by the TOWN.

Hourly Fee: See professional fee schedule attached as Exhibit "A"

SECTION 3. FEES FOR SERVICES

3.1 CONTRACTOR shall submit monthly invoices for compensation, but only after the services for which the invoices are submitted have been completed and shall submit with such invoice a detailed breakdown, indicating each task performed, person performing the work and time allocated to each task. This breakdown shall be supplied for all work performed by CONTRACTOR, whether fixed fee or hourly.

3.2 CONTRACTOR shall assign all work for which there is a cost recovery account to that account, at the hourly rates set forth in Exhibit "A." Any amounts assigned to cost recovery accounts that relate to fixed fee matters will be credited against the fixed fee amounts.

3.3 TOWN shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

3.4 Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONTRACTOR. When the above reasons for withholding payments are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by TOWN.

3.5 The fixed fees contained herein are based upon the amount of land development activity that has occurred in the past and will likely occur in the future for a period of three (3) years from the effective date of this Agreement.

3.6 All fixed and hourly fees will be increased by three percent (3%) on each anniversary date of this Agreement.

SECTION 4. TERM/TERMINATION

4.1 TERM OF AGREEMENT – This Agreement shall commence on the date that this agreement is approved by the is fully executed by all parties and shall continue in full force and effect unless and until it is terminated as provided below.

4.2 TERMINATION – Without Cause – This Agreement may be terminated by TOWN for any reason or no reason upon thirty (30) calendar days' written notice to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

4.3 TERMINATION – With Cause – This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONTRACTOR abandons this Agreement or causes it to be terminated by TOWN, CONTRACTOR shall indemnify TOWN against loss pertaining to this termination, including, but not limited to, reasonable costs incurred in transition to a replacement CONTRACTOR.

4.4 TERMINATION – Transfer of Ownership – This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the CONTRACTOR. CONTRACTOR shall notify Town Manager at least ten (10) business days before any such change in ownership of CONTRACTOR.

4.5 Upon termination, CONTRACTOR shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. It shall also reasonably assist the TOWN and any replacement CONTRACTORs in the transition, including taking any acts necessary to allow the transfer of the GIS system.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

a. CONTRACTOR has not performed services on a timely basis;
b. CONTRACTOR has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
c. CONTRACTOR has failed to obtain the approval of the TOWN where required by this Agreement;
d. CONTRACTOR has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

5.2. In the event CONTRACTOR fails to comply with the provisions of this Agreement, the TOWN may declare the CONTRACTOR in default and notify the CONTRACTOR in writing. In the event payment has been made for such professional services not completed, the CONTRACTOR shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time, pursuant to Section 4 above, and its right for damages under Section 5.3.

5.3. In an Event of Default by the CONTRACTOR, it shall be liable for all damages resulting from the default.

5.4. The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the TOWN in law or in equity.

SECTION 6. STATUS REPORTS AND UPDATES

On or before the first day of every month, CONTRACTOR shall prepare and deliver to the Town Manager status reports showing the status of all pending work authorizations and projects related to this Agreement.

SECTION 7. HOURS OF OPERATION

CONTRACTOR shall maintain fully staffed business hours equal to, but not less than, the Town's business hours of 8 AM to 5 PM, Monday through Friday, with the following holidays accepted:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

SECTION 8. POLICY OF NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color. gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION 9. DRUG FREE WORKPLACE

CONTRACTOR shall maintain a Drug Free Workplace.

SECTION 10. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. Personal services provided by CONTRACTOR shall be by employees of CONTRACTOR and subject to supervision by CONTRACTOR, and not as officers or employees of TOWN. Personnel policies, tax responsibilities, social security and health insurance. employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR.

SECTION 11. ASSIGNMENT

Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR, without the prior written consent of the Town Manager.

SECTION 12. CONFLICTS OF INTEREST

12.1 CONTRACTOR shall not perform any services for any private sector clients (including, but not limited to, developers, corporations. real estate investors, etc.) on projects within the jurisdictional boundaries of the TOWN.

12.2 CONTRACTOR acknowledges that, in the course of performing the services, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the TOWN and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to CONTRACTOR or of which CONTRACTOR may otherwise become aware are and shall be and remain the confidential information of the TOWN ("Confidential Information"), unless otherwise deemed "public" by law. The CONTRACTOR will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations. CONTRACTOR further acknowledges that. in the course of performing the services, it may have access to certain other information that relates, directly or indirectly, to the TOWN or its agents, statistical, business or technical research, development, trade secrets. processes, formulae, specifications, programs, software packages, technical know-how, methods and procedures of operation, business or confidential plans ("Proprietary Information"). CONTRACTOR affirms that it will not disclose such information and that if it determines that there could be a conflict, or potential conflict of interest, CONTRACTOR and/or its agents will immediately advise the Town Manager.

12.3 CONTRACTOR shall not review or perform any services regarding any application made by any client of CONTRACTOR, even if the services CONTRACTOR performs for such client are unrelated to the TOWN. In such instance, CONTRACTOR shall disclose the relationship immediately to the Town Manager, who may retain an alternate CONTRACTOR for those services. If the services relate to a fixed fee service, the fees for the alternate CONTRACTOR shall be deducted from the fixed fee paid to CONTRACTOR.

12.4 Neither CONTRACTOR nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment related to its performance under this Agreement.

12.5 CONTRACTOR shall immediately notify TOWN if any public records are requested of CONTRACTOR and/or if issues are discovered by CONTRACTOR that may adversely impact TOWN.

12.6 CONTRACTOR further agrees to use best efforts to maintain open, honest and direct communication with the Town Manager and Town Attorney in the performance of services required pursuant to this Agreement.

SECTION 13. INDEMNIFICATION

13.1 CONTRACTOR shall indemnify, defend and hold harmless TOWN, its officials, appointed officers, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there from, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONTRACTOR, its officials, agents, employees or subcontractors in the performance of the services of CONTRACTOR under this Agreement.

13.2 CONTRACTOR acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 14, Insurance.

13.3 CONTRACTOR shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONTRACTOR of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the TOWN to the extent that it is based on a claim that products or services furnished to TOWN by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

SECTION 14. INSURANCE

14.1 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurances required pursuant to the Request for Qualifications. Proof of all insurance policies shall be approved by the Town Manager. CONTRACTOR shall not allow any Subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.2 CONTRACTOR shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with the policy limits outlined below:

- Workers' Compensation Insurance - as required by law.
- Employer's Liability Insurance - $1,000,000 per occurrence.
- Professional Liability Insurance – $1,000,000 per occurrence, $5,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed $100,000.00 per claim.

- Automobile Liability Insurance - $500,000 per occurrence, $500,000 per accident for bodily injury and $500,000 per accident for property damage.

The successful proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the TOWN of Surfside as additional insured and deductibles for each coverage at amounts approved by the Town Manager. CONTRACTOR shall be responsible for maintaining this professional liability insurance for a minimum of three (3) years from the date of execution of this Agreement. Upon request of TOWN, CONTRACTOR shall make available for inspection copies of any claims filed or made against any policy during the policy term. CONTRACTOR shall additionally notify TOWN, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of $250,000 during the policy term. The Town Manager may require any other insurance coverage it deems necessary depending upon the exposures.

14.3 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Town Manager or designee prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the TOWN. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, with financial ratings acceptable to the Town Manager. The TOWN shall be named as an additional insured on all insurance policies.

14.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

SECTION 15. REPRESENTATIVE OF TOWN AND CONTRACTOR

15.1 It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONTRACTOR designates George Keller as the representative of CONTRACTOR to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

15.2 The parties recognize that George Keller's long history with CONTRACTOR and the South Florida community is a material inducement to the TOWN entering into this Agreement. Accordingly, unless excused by the Town Manager, George Keller shall personally attend weekly staff meetings and all regular Commission Meetings.

15.3 The Town Manager shall have the right to require CONTRACTOR to change any personnel working on TOWN projects upon providing CONTRACTOR with a ten (10) day written notice.

SECTION 16. COSTS AND ATTORNEY'S FEES

If either TOWN or CONTRACTOR is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 17. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONTRACTOR:

Dennis J. Giordano, President
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Telephone: (954) 921-7791
Facsimile: (954) 921-8807

FOR TOWN:

W.D. Higginbotham, Town Manager
Town of Surfside
9293 Harding Street
Surfside, Florida 33154
Telephone: (305) 993-1051
Facsimile: (305) 993-5097

With Copy to:

Lynn Dannheisser, Esq.
Town Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
Telephone: (305) 854-0800
Facsimile: (305) 854-2323

SECTION 18. RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE

18.1 Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

18.2 Rights in Data. Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of TOWN and TOWN shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONTRACTOR. TOWN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

18.3 Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such

copyright protection is available for the Town. CONTRACTOR shall not include in the data any copyrighted matter unless CONTRACTOR obtains the written approval of the Town Manager and provides said Town Manager with written permission of the copyright owner for CONTRACTOR to use such copyrighted matter in the manner provide herein.

18.4 If this Agreement is terminated for any reason prior to completion of the work, the TOWN may, in its discretion, use any design and documents prepared hereunder.

SECTION 19. SUBCONTRACTORS

Subcontractors, if needed, shall be subject to the prior written approval of the Town Manager.

SECTION 20. COMPLIANCE WITH LAWS

CONTRACTOR shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

SECTION 21. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

SECTION 22. OWNERSHIP OF DOCUMENTS

CONTRACTOR understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONTRACTOR or which is otherwise obtained or prepared by CONTRACTOR under the terms of this Agreement is and shall at all times remain the property of the TOWN. CONTRACTOR agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his sole discretion.

SECTION 23. AUDIT AND INSPECTION RIGHTS

23.1 The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONTRACTOR under this Agreement, audit, or cause to be audited, those books and records of CONTRACTOR that are related to CONTRACTOR's performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

23.2 The TOWN may, at reasonable times during the term hereof, inspect CONTRACTOR's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONTRACTOR under this Agreement conform to the terms of this Agreement. CONTRACTOR shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

SECTION 24. WARRANTIES OF CONTRACTOR

The CONTRACTOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 25. PUBLIC RECORDS

CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosure under applicable law. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the TOWN.

SECTION 26. NO CONTINGENT FEES

The CONTRACTOR (for all services secured pursuant to CCNA, Chapter 287.055, Florida Statutes) warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gist, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the TOWN shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 27. GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Miami-Dade County, Florida.

SECTION 28. HEADINGS

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

SECTION 29. SEVERABILITY

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

SECTION 30. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

SECTION 31. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32. SURVIVAL OF PROVISIONS

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

SECTION 33. ENTIRE AGREEMENT

33.1 This Agreement and its attachments constitute the entire agreement between CONTRACTOR and TOWN, and all negotiations and oral understandings between the parties are merged herein.

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

SECTION 34. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

SECTION 35. CONTENT OF THE REQUEST FOR PROPOSAL

The content of relevant provisions of the Request for Qualifications (RFQ) are hereby incorporated by reference into this Agreement and is attached as Exhibit "B."

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Services Agreement on the respective dates under each signature: Town of Surfside through its Town Commission, signing by and through its mayor. authorized to execute same by Commission action on the 13th day of Nov., 2007: and Dennis J. Giordano authorized to execute same.

TOWN OF SURFSIDE, through its Town Commission

By: _____, Mayor

27th day of November, 2007

ATTEST:

_____, Town Clerk

Approved as to form and legality by Office of the Town Attorney

By: _____, Town Attorney

27 day of Nov, 2007

_____, Town Manager

27th day of November, 2007

(TOWN SEAL)

CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation

By: _____
Dennis J. Giordano, President

Witness:

_____
Jacqueline Chavez
Print Name

_____
Jana Glass
Print Name

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	200.00

ENGINEERING

Associate, Engineering (VI)	175.00
Director, Engineering (V)	150.00
Project Manager (IV)	130.00
Resident Inspector	120.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	85.00
Senior CADD Technician Manager	100.00
CADD Technician	80.00
Traffic Technician	75.00
Permit Administrator	75.00
Clerical	70.00

DATA TECH DEVELOPMENT

Associate, Data Tech Dev.	150.00
GIS Coordinator	130.00
GIS Specialist	110.00
Multi-Media 3D Developer	90.00
GIS Technician	80.00
Sr. Applications Developer	
Private	160.00
Public	160.00
Applications Developer	
Private	120.00
Public	120.00
Network Engineer	130.00

CONSTRUCTION

Associate, Construction	150.00
Construction Management Director	120.00
Senior Inspector	90.00

EMERGENCY MANAGEMENT

Director	130.00
Planner	90.00
Jr. Planner	75.00

Executive Assistant	70.00

PLANNING

Associate, Planning	150.00
Director of Planning	130.00
Planning Administrator	120.00
Assistant Director	110.00
Planner	90.00
Jr. Planner	75.00

EXPERT WITNESS

Principal/Associate	300.00
Registered Engineer/Surveyor	250.00
Project Engineer	200.00

LANDSCAPE ARCHITECT

Associate, Landscape	150.00
Senior Landscape Architect	115.00
Environmental Administrator	110.00
Landscape Architect	100.00
Environmental Specialist	90.00
Landscape CADD Technician	80.00
Environmental Assistant	70.00

SURVEYING

Associate, Surveying	160.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	140.00
Survey Crew	125.00
Senior Registered Surveyor	130.00
Survey Coordinator	85.00
CADD Technician	80.00
Submeter G.P.S	65.00

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist	100.00
Environmental Scientist	85.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services
Governmental Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

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Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

TOWN OF SURFSIDE GOVERNMENT SERVICES
PROFESSIONAL FEE SCHEDULE

BUILDING CODE

Director, Bldg Code	140.00
Building Official	110.00
Chief Bldg Inspector	95.00
Plans Examiner	80.00
Inspector-Bldg Code	75.00
Permit Technician	65.00

GOVERNMENT SERVICES

Associate of Government Svcs	150.00
Sr. Code Enforcement Inspector	90.00
Code Enforcement Inspector	75.00

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Planning
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Construction Services
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Emergency Management Services
Building Code Services
Governmental Services

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

1800 Eller Drive, Suite 600
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Phone: 954.921.7781
Fax: 954.921.8807
www.calv[illegible]

Effective July 1, 2006

Attachment “7”

PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,016

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER

DATE APPROVED 09/18/07

CGA PROJECT NUMBER 07-1053

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
SURVEY FOR BEACH WALK	SURVEYING SERVICES (ONLY) FOR BEACH WALK	$64,000.00	$64,000.00
	CONTRACT COST		
	INVOICED / PAID THRU	3/28/08	(60,800.00)
	BALANCE		$ 3,200.00
	DEPT. Town Hall Remodeling		
	ACCT. # 301-4400-539.6300		
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.		
	DEPARTMENT HEAD		

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly).

Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

July 23, 2007

Mr. W.D. Higginbotham, Jr.
Town Manager
Town of Surfside
Municipal Building 9293 Harding Avenue
Surfside, FL 33154

RE: Surfside Beach Walk Survey
CGA Proposal No. 07-1053

Dear Mr. Higginbotham, Jr.,

We are pleased to submit this proposal for Professional Services on the above referenced project located in the City of Surfside.

I. Professional Surveying FTL Services

A. Delineate the Coastal Construction Control Line

B. Delineate the Erosion Control Line

C. Delineate the Bulkhead Line established by the City Ordinance and the physical location of the bulkhead at the end of the streets.

D. Delineate the Mean High Water Line at the street extensions

E. Delineate the elevation zero line at the street extensions

F. Delineate the Collins Avenue Right of Way from 96th Street to 87th Terrace

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
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Fort Lauderdale West Palm Beach Orlando Fort Pierce Homestead

G. Delineate the Right of Way from Collins Avenue seaward for 96th Street, 95th Street, 94th Street, 92nd Street, 90th Street, 89th Street, 88th Street and 87th Terrace. Determine the most seaward limits of the Right of Way and establish the physical location of the bulkhead. Within each of the right of ways, produce three (3) cross sections, one at each edge and one in the center that runs east-west from the bulkhead to the seaward toe of the dune. Locate any large trees that exist within each Right of Way that are between the bulkhead and the top of the dune. Provide the elevation at Collins Avenue

H. Delineate the edge of the property lines at the Community Center from the bulkhead seaward and produce three (3) cross sections, one at each property edge and one in the center that runs east-west from the bulkhead to the seaward toe of the dune. Locate any large trees that exist within the property that are between the bulkhead and the top of the dune.

I. Produce four separate random cross sections from the property line seaward to the toe of the dune.

J. Produce a design survey of the eight (8) street Right of Ways between Collins Avenue to the bulkhead, including any steps that it may have, that identifies the curb locations and any curb cuts, drainage inlets, existing vegetation, fire hydrants, decorative walls/planters or structures, and any building edges or overhangs that intrude in the Right of Way

K. Produce topographic surveys for civil design for the following: 89th Street from Hawthorne Avenue westerly to the bulkhead, Bay Drive from Irving Avenue southwesterly to the bulkhead, 90th Street from Bay Drive west to the bulkhead, 92nd Street from bay Drive west to the bulkhead, 93rd Street from Bay Drive west to the bulkhead, 94th Street from Bay Drive west to the bulkhead, 95th Street from Bay Drive west to the bulkhead, Froude Avenue from 88th Street south to the bulkhead and Carlyle.

BASIS OF PROPOSAL

- Calvin, Giordano & Associates, Inc. is performing the surveying services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.

- Calvin, Giordano & Associates, Inc. will ensure that all consultants carry proper insurance, including professional liability insurance, if appropriate.

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:

- 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.

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 Surveying Fort Lauderdale Services	~~$99,065.00~~ 64,000
	TOTAL Lump Sum	~~$99,065.00~~

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. agrees to indemnify, hold harmless and, at CLIENT's option, defend or pay for an attorney selected by CLIENT, to defend CLIENT, 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 Calvin, Giordano & Associates, Inc.
- 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.

- 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.

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.

64,000

Cost of these services are $~~99~~,065.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: _____ Date: 7/23/07
Name: Joe Aldacosta
Title: Senior Associate, PSM

By: _____ Date: _____
Name: Mr. W.D. Higginbotham, Jr.
Title: Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	200.00
Executive Assistant	70.00

ENGINEERING	
Associate, Engineering (VI)	175.00
Director, Engineering (V)	150.00
Project Manager (IV)	130.00
Resident Inspector	120.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	85.00
Senior CADD Technician Manager	100.00
CADD Technician	80.00
Traffic Technician	75.00
Permit Administrator	75.00
Clerical	70.00

DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	150.00
GIS Coordinator	130.00
GIS Specialist	110.00
Multi-Media 3D Developer	90.00
GIS Technician	80.00
Sr. Applications Developer	
Private	160.00
Public	160.00
Applications Developer	
Private	120.00
Public	120.00
Network Engineer	130.00

CONSTRUCTION	
Associate, Construction	150.00
Construction Management Director	120.00
Senior Inspector	90.00

EMERGENCY MANAGEMENT	
Director	130.00
Planner	90.00
Jr. Planner	75.00

PLANNING	
Associate, Planning	150.00
Director of Planning	130.00
Planning Administrator	120.00
Assistant Director	110.00
Planner	90.00
Jr. Planner	75.00

EXPERT WITNESS	
Principal/Associate	300.00
Registered Engineer/Surveyor	250.00
Project Engineer	200.00

LANDSCAPE ARCHITECT	
Associate, Landscape	150.00
Senior Landscape Architect	115.00
Environmental Administrator	110.00
Landscape Architect	100.00
Environmental Specialist	90.00
Landscape CADD Technician	80.00
Environmental Assistant	70.00

SURVEYING	
Associate, Surveying	160.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	140.00
Survey Crew	125.00
Senior Registered Surveyor	130.00
Survey Coordinator	85.00
CADD Technician	80.00
Submeter G.P.S	65.00

MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	100.00
Environmental Scientist	85.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

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Fax: 954.921.8807

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Effective July 1, 2006

SEE pg 5
7.C.3

TOWN OF SURFSIDE, FLORIDA
Town Commission Meeting
9293 Harding Avenue
Surfside, FL 33154
Tuesday, September 11, 2007
7:00 p.m.

Mayor Charles W. Burkett
Vice Mayor Howard S. Weinberg
Commissioner Mark Blumstein
Commissioner Marc Imberman
Commissioner Steve Levine

Town Manager W. D. Higginbotham, Jr.
Town Attorney Lynn M. Dannheisser
Town Clerk Beatris M. Arguelles, CMC

AGENDA

(Amended 09-09-07)

1. **OPENING:**

1.A. **CALL TO ORDER/ROLL CALL OF MEMBERS:**

1.B **PLEDGE OF ALLEGIANCE/INVOCATION:**

1.C **ORDER OF BUSINESS:** (Additions/Deletions/Amendments/Deferrals)

CARRY-OVER ITEMS FROM PREVIOUS MEETING TO BE TAKEN OUT OF ORDER:

8.A **MAYOR BURKETT:**

8.A.1 **Establishment of a Code Review Committee** *(Carry over from last meeting)*

8.A.2 **Dogs on the Beach** *(Carry over from last meeting)*

8.A.3 **Cannon at the entrance of the Town** *(Carry over from last meeting)*

8.B **COMMISSIONERS:**

COMMISSIONER IMBERMAN:

8.B.1.A **In-house supplemental paramedic program** *(Carry over from last meeting)*

8.B.1.B **Individual commissioner allowance/budget for accruing legal expenses.** *(Carry over from last meeting)*

8.B.1.C **Additional Business District beautification/landscaping** *(Carry over from last meeting)*

8.B.1.D **Dates for twice-monthly meetings, starting in September** *(Carry over from last meeting)*

8.B.1.E **Swimming Pools on Corner Lots** *(Carry over from last meeting item added to the Agenda at the meeting)*

COMMISSIONER BLUMSTEIN:

8.B.1.F **Miami Dade Fire Rescue Inspections & Update** *(Carry over from last meeting)*

8.B.1.G **Results of the Town Manager Evaluation** *(Carry over from last meeting)*

8.B.1.H **Town Manager Solicitations** *(Carry over from last meeting)*

1.D APPROVAL OF THE MINUTES:

1.D.1 **May 15, 2007** – Regular meeting and May 24, 2007 continuation. *(deferred from last meeting)* **[TAB 1D1]**

1.D.2. **June 12, 2007** – Regular meeting *(tabled last meeting)* **[TAB 1D2]**

1.E SPECIAL PRESENTATIONS:

1.E.1 Officer of the Month Award - August

1.E.2 August Citizen's Police Academy Recognition

1.E.3 CERT Team – CPR Certificates

2. QUASI-JUDICIAL ITEMS: None

3. PUBLIC HEARINGS:

3.A. ORDINANCES – SECOND READING AND PUBLIC HEARINGS:

3.A.1 DESIGN GUIDELINES [TAB 3A1)

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN CODE BY AMENDING ARTICLE II "BUILDING CODE" OF CHAPTER 14 "BUILDINGS AND BUILDING REGULATIONS" BY REPEALING ALL OF ARTICLE II CONSISTING OF SECTIONS 14-26 THROUGH 14-50 AND ADOPTING A NEW ARTICLE II "BUILDING CODE" CONSISTING OF SECTION 14-26 THROUGH 14-50; AMENDING ARTICLE II "ADMINISTRATION AND ENFORCEMENT," DIVISION 1 "GENERALLY," OF CHAPTER 90 "ZONING" BY REPEALING ALL OF

DIVISION 1, CONSISTING OF SECTION 90-36 THROUGH 90-50 AND ADOPTING A NEW DIVISION 1 "GENERALLY," CONSISTING OF SECTION 90-36 THROUGH 90-50; AMENDING ARTICLE II "ADMINISTRATION AND ENFORCEMENT," DIVISION 2 "PLANNING AND ZONING BOARD" BY REPEALING ALL OF DIVISION 2, CONSISTING OF SECTION 90-51 THROUGH AND INCLUDING SECTION 90-70 AND ADOPTING A NEW DIVISION 2 "PLANNING AND ZONING BOARD" CONSISTING OF SECTION 90-51 THROUGH 90-70; PROVIDING FOR "SEVERABILITY"; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

3.A.2 TEMPORARY MORATORIUM ON ISSUANCE OF DEVELOPMENT ORDERS AND DEVELOPMENT PERMITS [TAB 3A2]

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR IMPOSITION OF A TEMPORARY MORATORIUM ON ISSUANCE OF DEVELOPMENT ORDERS AND DEVELOPMENT PERMITS WITHIN THE TOWN WITH CERTAIN EXCEPTIONS; PROVIDING FOR WAIVER, VESTED RIGHTS, APPEALS, EXHAUSTION OF ADMINISTRATIVE REMEDIES, AND TERM; AND PROVIDING FOR AN EFFECTIVE DATE

3.A.3 RESTRUCTURE OF PLANNING AND ZONING BOARD [TAB 3A3]

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE TOWN CODE BY AMENDING ARTICLE II "BUILDING CODE" OF CHAPTER 14 "BUILDINGS AND BUILDING REGULATIONS" BY AMENDING ARTICLE II "ADMINISTRATION AND ENFORCEMENT," DIVISION 2 "PLANNING AND ZONING BOARD" BY REPEALING ALL OF DIVISION 2, CONSISTING OF SECTION 90-51 THROUGH AND INCLUDING SECTION 90-70 AND ADOPTING A NEW DIVISION 2 "PLANNING AND ZONING BOARD" CONSISTING OF SECTION 90-51 THROUGH 90-70; PROVIDING FOR SEVERABILITY"; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

4. ORDINANCES – FIRST READING - None

5. GOOD AND WELFARE:

6. RESOLUTIONS:

6.A.1 POLICE CONFISCATION FUND EXPENDITURE ($700) FOR DIGITAL CAMERAS [TAB 6A1]

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF

SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2006/2007 POLICE CONFISCATION FUND (TREASURY) EXPENDITURE IN THE AMOUNT OF SEVEN HUNDRED DOLLARS ($700) TO BE FUNDED BY PROCEEDS OF CONFISCATION FUND.

6.A.2 RATIFYING CORRECTION TO SCRIBER'S ERROR [TAB 6A2]

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RATIFYING CORRECTION OF SCRIVENER'S ERROR IN ORDINANCE 2007-1475.

6.A.3 APPROVING MOU WITH THE CITY OF NORTH MIAMI [TAB 6A3] .

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH MIAMI AND THE TOWN OF SURFSIDE FOR THE RELOCATION OF THE TOWN OF SURFSIDE COMMAND CENTER IN CASE OF EMERGENCY OR DISASTER; SETTING FORTH PROCEDURES FOR SAME AND PROVIDING FOR AN EFFECTIVE DATE

6.A.4 RATIFYING APPOINTMENT OF COMMITTEES [TAB 6A4]

A RESOLUTION OF THE CITY COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RATIFYING THE APPOINTMENT OF ALL COMMITTEES AND THEIR BOARD MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

6.A.5 APPROVING AND ADOPTING RULES AND PROCEDURES FOR COMMITTEES - for discussion **[TAB 6A5]**

7. REPORTS:

7.A. COMMISSIONERS REPORTS:

7.B. COMMITTEE / BOARD REPORTS:

7.B.1 CHARRETT COMMITTEE

7.B.2 COMMUNITY CENTER COMMITTEE

7.B.3 EDUCATION COMMITTEE

7.B.4 GREEN COMMITTEE

7.B.5 PARKS AND RECREATION COMMITTEE

7.B.6 PENSION BOARD

7.B.7 PERSONNEL APPEALS BOARD

7.B.8 PLANNING AND ZONING BOARD

7.B.9 TOURIST BUREAU

7.B.10 WELCOME COMMITTEE

7.C TOWN MANAGER'S REPORT:

7.C.1 SURFSIDE CRIME STATISTICS

7.C.2 RESEARCH OF ALL CONTRACTS/AGREEMENTS [TAB 7C2)

7.C.3 BEACH WALK/PATH SURVEY [TAB 7C3[

7.C.4 OTHER ITEMS [TAB 7C4]

7.D TOWN ATTORNEY'S REPORT:

8. DISCUSSION ITEMS:

8.A *(See item 1C – items carried over to be taken out of order)*

8.B.2 NEW ITEMS FOR DISCUSSION:

MAYOR

8.B.2.A Fence Ordinance

VICE MAYOR

8.B.2.A Collection of Unpaid Revenue

COMMISSIONER LEVINE:

8.B.2.D LEED certification for Residential Homes

9 MAYOR'S ROUNDTABLE:

10. ADJOURNMENT:

PURCHASE ORDER

TOWN OF SURFSIDE

9293 HARDING AVENUE • SURFSIDE, FL 33154
TELEPHONE: 305.861.4863
FAX: 305.861.1302

No. 100,035

Name Calvin, Giordano & Associates
Address 1800 Eller Drive, Suite 600 Ft. Lauderdale Florida 33316

RESOLUTION NUMBER

DATE APPROVED 10/23/08

CGA PROJECT NUMBER 08-2045

TITLE	DESCRIPTION AND SPECIFICATIONS	FEE	ANNUAL COST
SANITARY SEWER	SANITARY SEWER WA#013 (Portion of Phase II)	$144,795.00	$144,795.00
	BUDGET INCLUSIVE OF REIMBURSABLES (FY2008) 12/26/08	#31818	(17,552.73)
	(FY2009) 12/26/08	#31818	(5,013.76)
	11/9/09	#31899	(4,710.63)
	3/20/09	#32124	(1,874.38)
	4/24/09	#32640	(2,908.13)
	4/24/09	#32904	(47,905.03)
	5/15/09	#33047	(7,337.20)
	6/5/09	#33494	(7,294.06)
	7/24/09	#33607	(40,120.85)
	8/13/09	#33869	(865.00)
	8/31/09	#34201	(130.00)
	10/15/09	#34456	(650.00)
	10/15/09	#34861	(650.00)
	DEPT. W+S		137,011.77
	ACCT. # 401-9900-536-631		
	I CERTIFY THERE ARE FUNDS IN THE ABOVE ACCOUNT.		
	DEPARTMENT HEAD	FY2010 Remaining	7,783.00
		10/31/09	(520.00)
		11/30/09	(650.00)
		12/31/09	(520.00)
		2/28/10	(780.00)
		3/31/10	(1646.25)

IMPORTANT: Mail Invoice showing Purchase Order number to Accounting Department, Town Hall, immediately upon delivery of goods (Statement monthly)

Town Manager

funds available

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Date: October 13, 2008

Mr. Gary Word
Town Manager
TOWN OF SURFSIDE
9293 Harding Avenue
Surfside, FL 33154

PORTION OF PHASE III

RE: Work Authorization No. 13
Surfside Sanitary Sewer Master Maintenance Plan (Includes Lift Station)
CGA Proposal No. 08-2045

Dear Mr. Word,

Enclosed for your review and approval is Work Authorization No. 13 for Surfside Sanitary Sewer Master Maintenance Plan (Includes Lift Station). The scope of the project includes Sanitary Sewer Master Implementation.

The Scope of Services to be furnished under this Work Authorization includes Civil Engineering, Data Technologies & Development and Surveying as shown on the attached Work Authorization.

The Basis of Compensation is hourly based upon the established rates pursuant to the Professional Services Agreement between the Town and CGA, plus reimbursables, for a total not to exceed $144,795.00.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis J. Giordano
President

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
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www.calvgiordano.com

TOWN OF SURFSIDE

Surfside Sanitary Sewer Master Maintenance Plan (Includes Lift Station)

PROJECT DESCRIPTION

1. SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Engineering Services

A. Civil Engineering

1. Coordinate the survey data obtained to create the GIS maps.
2. Coordinate the sewer line inspection and televised investigation.
3. Analyze televised data obtained during inspection.
4. Prepare a Sanitary Sewer Evaluation Report (SSES) report identifying areas of concern within the manholes and the sewer lines.
   - Describe the existing system and discuss its history.
   - Review and analyze flow records such as plant influent data, pump stations data, overflow locations and estimated amounts.
   - Divide the collection system into subsystems and identify the key manholes which are located at the outlet of each subsystem.
   - Monitor flows to key manholes and compare them to the expected sewer flows from the subsystems. Identify problem subsystems and determine if further study is needed. Discuss and explain the basis for the decision.
   - Determine if excessive flow problem is due to infiltration or inflow (or both) and decide the appropriate time period of the year to monitor the problem subsystems.
5. Coordinate with the City staff to discuss the report and the recommendations.
6. Provide instructions in the field to the surveyors and sewer line inspection crew as necessary.

7. Attend three meetings with the City to discuss the initial scope of the project (one meeting), the report findings (one meeting) and the recommendations (one meeting). Assume each meeting will be for 3 hours.

8. Submit the SSES report to Miami-Dade County Environmental Resource Management (DERM) for their review.

9. Respond to any comments that DERM generates during their review.

10. Sewer Inspector

11. Sewer Cleaning and Television Inspection Subconsultant

    - Subconsultant shall Clean and Television Inspect the following:

      - Clean and Television Inspect 8" VCP - 33,751 Linear Feet
      - Clean and Television Inspect 10" VCP - 12,004 Linear Feet
      - Clean and Television Inspect 12" VCP - 1,662 Linear Feet
      - Clean and Television Inspect 15" VCP - 2022 Linear Feet

II. Professional Data Technologies & Development Services

A. Develop GIS model of municipal Sanitary Sewer structures & report of field observations for maintenance to structures

1. Develop a GIS model of all Sanitary Sewer Structures within the municipality including structure attributes and observed maintenance needs based on field observations

2. GIS staff will review GIS model utility feature locations validating the location of the dataset with known geographic locations & other GIS datasets

3. GIS staff will prepare a report, either hardcopy or digital of all Sanitary Sewer structures within the municipality

    - This report will contain pertinent information of the current condition of Sanitary Sewer structures, its location & any maintenance required for each structure within the municipality

B. As a value added service; the GIS model will be available to the municipality to assist in ongoing maintenance of these Sanitary Sewer structures

III. Professional Surveying Services

A. Collect field data for Sanitary Sewer Maintenance Plan. This will include locations, rim elevations, invert elevations, obtaining pipe sizes and direction, measuring sedimentation in bottom of structure and determining general condition. The locations will be determined in Florida State Plane Coordinates and the Elevations will be based on the National Geodetic Vertical Datum of 1929. (Approximately 150 Structures).

B. Prepare Lift Station (2) Surveys depicting improvements and elevations sufficient for engineering design purposes.

2. BASIS OF COMPENSATION:

Hourly rates with an estimated fee of $137,900.00 plus reimbursables at $6,895.00 with a total not to exceed amount of $144,795.00. Payments to be made monthly.

3. SUBMITTED

Submitted by: _____ Date: 10/17/08
Dennis J. Giordano

4. APPROVAL

Approved by: _____ Date: 10/23/08
Gary Word, Town Manager

TOWN OF SURFSIDE
WORK AUTHORIZATION ESTIMATE DATE

WORK AUTHORIZATION NO. 13

PROJECT NAME Surfside Sanitary Sewer Master Maintenance Plan (Includes Lift Station)

CGA Proposal No. 08-2045

DESCRIPTION Sanitary Sewer Master Implementation

TITLE	RATE	HOURS/UNITS	COST
Associate Data Tech	$160.00	4	$640.00
Director Engineering V	$160.00	12	$1,920.00
GIS Coordinator	$140.00	10	$1,400.00
GIS Specialist	$120.00	16	$1,920.00
GIS Technician	$95.00	8	$760.00
Project Manager IV	$140.00	188	$26,320.00
Sr. Registered Surveyor	$140.00	2	$280.00
Survey CADD Technician	$90.00	8	$720.00
Survey Coordinator	$100.00	2	$200.00
Survey Crew	$130.00	16	$2,080.00
Unit	$5,660.00	1	$5,660.00
			$41,900.00

SUB-CONSULTANTS	COST
Geotech Consultant	$96,000.00
	$96,000.00

LABOR SUBTOTAL	**$137,900.00**
REIMBURSABLE SUBTOTAL	**$6,895.00**
TOTAL	**$144,795.00**

Reviewed by: Gary L. Word
Gary Word, Town Manager

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

PROFESSIONAL FEE SCHEDULE

Principal	210.00
Executive Assistant	70.00
ENGINEERING	
Associate, Engineering (VI)	185.00
Director, Engineering (V)	160.00
Project Manager (IV)	140.00
Project Engineer (III)	120.00
Engineer (II)	100.00
Jr. Engineer (I)	95.00
Senior CADD Technician Manager	110.00
CADD Technician	90.00
Traffic Technician	85.00
Permit Administrator	85.00
Clerical	70.00
DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	160.00
GIS Coordinator	140.00
GIS Specialist	120.00
Multi-Media 3D Developer	110.00
GIS Technician	95.00
Sr. Applications Developer	160.00
Applications Developer	130.00
Network Administrator	150.00
System Support Specialist	110.00
IT Support Specialist	80.00
CONSTRUCTION	
Associate, Construction	160.00
Construction Management Director	130.00
Senior Inspector	95.00
Inspector	85.00
EMERGENCY MANAGEMENT	
Director	140.00
Planner	100.00
Jr. Planner	85.00

PLANNING	
Associate, Planning	160.00
Director of Planning	140.00
Planning Administrator	130.00
Assistant Director	120.00
Planner	100.00
Jr. Planner	85.00
EXPERT WITNESS	
Principal/Associate	325.00
Registered Engineer/Surveyor	275.00
Project Engineer	225.00
LANDSCAPE ARCHITECT	
Associate, Landscape	160.00
Senior Landscape Architect	125.00
Environmental Administrator	120.00
Landscape Architect	110.00
Environmental Specialist	100.00
Landscape CADD Technician	90.00
Environmental Assistant	80.00
SURVEYING	
Associate, Surveying	160.00
Senior Registered Surveyor	140.00
Survey Crew	130.00
Registered Surveyor	120.00
Survey Coordinator	100.00
CADD Technician	90.00
3D Laser Scanner	350.00
Hydrographic Survey Crew	325.00
G.P.S. Survey Crew	150.00
Sub-meter G.P.S	70.00
Soft Dig (per hole)	300.00
Utility Locates	200.00
MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	110.00
Environmental Scientist	95.00

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

Engineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services
Building Code Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807
www.calvingiordano.com

Effective January 1, 2008

Broward
phone: 954.921.7781
fax: 954.921.8807

West Palm Beach
phone: 561.684.6161
fax: 561.684.6360

Orlando
phone: 407.324.0523
fax: 407.328.0549

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Mayte Gamiotea

From: Jesus Cruz [Jesus@calvin-giordano.com]
Sent: Monday, December 22, 2008 5:32 PM
To: Fernando Rodriguez; John Messerian
Cc: Martin Sherwood; Gary Word; Mayte Gamiotea
Subject: RE: INVOICE 31761 / November 19, 2008
Attachments: 082045-01001-4.pdf; 08-2045 Surfside Sanitary Sewer Master Maintenance Plan (executed).pdf

This job was set up as a lump sum erroneously. I have voided invoice 31761 and replaced it with the attached hourly to max format.

JESUS CRUZ
Staff Accountant

From: Fernando Rodriguez [mailto:frodriguez@townofsurfsidefl.gov]
Sent: Monday, December 15, 2008 6:17 PM
To: John Messerian; Jesus Cruz
Cc: Martin Sherwood; Gary Word
Subject: INVOICE 31761 / November 19, 2008

John and Jesus:

We need a breakdown on the items in the November 19th invoice for $34,477.50 (#31761) for the items listed as: Engineering, Survey, and Reimbursables.

John, I know from our conversations that the pipeline video documentation is roughly 25% complete. However, the "current billed" amounts for the referenced items total nearly $35,000 and there is no detail as to the hours/tasks completed. The breakdown on the last page for the Work Authorization No. 13 has the estimated hours and rate, but there's no "actual" breakdown of the work corresponding to this billing.

Thanks

Fernando

Fernando J. Rodriguez
Public Works Director
Tel:(305) 861-4863 Ext 235
Fax:(305) 861-1302

Martin Sherwood

From: Martin Sherwood
Sent: Wednesday, December 24, 2008 12:47 PM
To: 'Jesus Cruz'; John Messerian
Cc: Gary Word; Mayte Gamiotea; Fernando Rodriguez; George Keller, Jr.(gkeller@calvin-giordano.com)
Subject: Please advise: SEWER: INVOICE 31761 / November 19, 2008 - replaced by #31818?

Jesus/John,
If #31818 replaces #31761 then please confirm the following:

OLD INFO:

Project Summary (contract #082045)

Fee	144,795.00
Invoiced to date	57,043.99
Fee remaining	87,751.01

REVISED/CORRECT INFO?:

Project Summary (contract #082045)

Fee	144,795.00
Invoiced to date	22,566.49 (billing as per #31818)
Fee remaining	122,228.51

Finally, #31818 includes charges all the way back to JULY through OCTOBER. As we discussed, please do not accumulate time. We must receive monthly billings!

Martin D. Sherwood, CPA CGFO
Finance Director
Town of Surfside
9293 Harding Ave
Surfside, Fl 33154
305-861-4863 ext. 225
305-861-1302 (fax)
msherwood@townofsurfsidefl.gov

Martin Sherwood

From: Jesus Cruz [Jesus@calvin-giordano.com]
Sent: Monday, December 29, 2008 8:08 AM
To: Martin Sherwood; John Messerian
Cc: Gary Word; Mayte Gamiotea; Fernando Rodriguez; George Keller, Jr.
Subject: RE: Please advise: SEWER: INVOICE 31761 / November 19, 2008 - replacedby #31818?

Revised info is correct. Also, the job was accumulating since the proposal was not approved until 10/23/08. We could not bill this job until it was approved.

JESUS CRUZ
Staff Accountant

From: Martin Sherwood [mailto:msherwood@townofsurfsidefl.gov]
Sent: Wednesday, December 24, 2008 12:47 PM
To: Jesus Cruz; John Messerian
Cc: Gary Word; Mayte Gamiotea; Fernando Rodriguez; George Keller, Jr.
Subject: Please advise: SEWER: INVOICE 31761 / November 19, 2008 - replacedby #31818?

Jesus/John,
If #31818 replaces #31761 then please confirm the following:

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REVISED/CORRECT INFO?:

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Fee remaining	122,228.51

Finally, #31818 includes charges all the way back to JULY through OCTOBER. As we discussed, please do not accumulate time. We must receive monthly billings!

- THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-893-6511 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING. HEARING IMPAIRED PERSONS MAY CONTACT THE TDD LINE AT 305-893-7936.

- IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

- AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE TOWN CLERK, TOWN OF SURFSIDE TOWN HALL, 9293 HARDING AVENUE. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE TOWN CLERK AT 305-861-4863. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE TOWN WEBSITE AT www.townofsurfsidefl.gov

- TWO OR MORE MEMBERS OF OTHER TOWN BOARDS MAY attend AT THIS MEETING.

- THESE MEETINGS MAY BE CONDUCTED BY MEANS OF OR IN CONJUNCTION WITH COMMUNICATIONS MEDIA TECHNOLOGY, SPECIFICALLY, A TELEPHONE CONFERENCE CALL. THE LOCATION 9293 HARDING AVENUE, SURFSIDE, FL 33154, WHICH IS OPEN TO THE PUBLIC, SHALL SERVE AS AN ACCESS POINT FOR SUCH COMMUNICATION.

Town of Surfside
Commission Communication

Agenda Item #: 9C

Agenda Date: November 13, 2012

Subject: Undergrounding Utilities

Recommendation: It is recommended that the Town Commission authorize the retention of JoLinda Herring of Bryant Miller Olive and Sergio Masvidal with The Public Financial Management Group to assist Staff with studying the financing for the project to underground the electric, telephone and cable systems in all areas of the Town which are currently served above ground. It is further recommended that Staff be authorized to enter into discussions with AT&T and Atlantic Broadband to finalize cost estimates for their element of the project and bring back a comprehensive report for review during the December 11, 2012 Town Commission meeting.

Background: The Town Commission authorized Ric Man Construction to build our water/sewer/storm drainage system by adopting Resolution No. 11-2028 on June 14, 2011. This project included $300,000 to install conduit for future undergrounding of electric, cable, telephone and fiber optic in all locations where the street pavement would have to be crossed in the future if an undergrounding project were approved. Further, the Town Commission authorized the expenditure of $59,844 for FPL to prepare a binding cost estimate to complete the electric portion of the work.

Project Cost: The binding cost estimate (Attachment 1) was received on September 27, 2012 and has been analyzed by Staff. The cost estimate for the project is:

$7,486,221	Construction by FPL
(1,871,555)	Credit for "hardening the system"
$5,614,666	Construction cost by FPL
59,844	Credit for cost study (engineering deposit)
$5,554,822	Net construction cost by FPL
(1,800,000)	Savings if Town manages the construction with FPL approved contractors
$3,754,822	Net construction cost by Town
1,000,000	Cable TV undergrounding cost
1,000,000	AT&T undergrounding cost

700,000	VISTA waterproof electric transformers
645,482	Contingency and construction inspection
$7,100,304	Town cost for undergrounding all utilities
1,800,000	Estimated cost to bring power to all homes and commercial structures
$8,900,304	Total cost before voluntary proffers
(700,000)	Funds available from voluntary proffers from Surf Club ($300,000), Grand Beach ($185,000) and the Shul ($215,000)
$8,200,304	**Full estimated financing need for the project**

What does the Project include: The FPL project includes 267,685 feet (50 miles) of cable; 24 switch cabinets and 307 transformers. FPL will remove 470 poles and 278 overhead transformers.

The specific requirements for AT&T and Atlantic Broadband are not yet known, however, the cost estimates have been reasonably validated by both companies. If the Town Commission gives authority to continue analysis of the project, Staff will enter into discussions with AT&T and Atlantic Broadband to determine if they will fund any portion of the cost. We will also require AT&T to install the capability for U-verse. It is also possible that extending the term of the cable and telephone franchise agreements may result in some cost reduction.

How do we pay for this: There are a number of sources for financing including a competitive private placement like we used for the water/sewer/storm drainage project. There are also sources like the State Loan Pool administered by the Florida League of Cities. To select the best funding sources is the role of our financial advisor in conjunction with the Finance Director. It should be remembered that interest rates at this time are near all-time lows.

The source of repayment is authorized by the Mechanism for Governmental Recovery of Underground Fees (MGRUF) element of FPL's tariff (Attachment 2), which allows the placement of a 15 percent of the monthly bill not to exceed $30.00 per month addition on all residential units (estimated to be 2200 units) and $50 per month for every 5000 KW hours of consumption for commercial properties (38 buildings). This additional cost may be placed on the electric bill for up to 20 years. Staff is in the process of analyzing this revenue stream and believes that the monthly fee will be less than the maximum allowable and the full twenty years will not be required. If the Town Commission authorizes Staff to move forward with the analysis, much more refined estimates will be provided during the December 11, 2012 Town Commission meeting.

There is also the possibility of establishing a Coastal Barrier Infrastructure Financing District which must be approved by the voters. This approach will also be discussed at the December 11, 2012 Town Commission meeting.

Next steps: It is important to understand that the FPL binding cost estimate is only good until late March, 2013. If a decision is not reached by that date, the cost estimate becomes invalid and

FPL will require another $60,000 to update the estimate. Therefore the following calendar is recommended:

November, 2012 Town Commission meeting: Authorize the retention of Bryant Miller Olive and The Public Financial Management Group to serve as bond counsel and financial advisor. Establish a citizen's advisory committee similar to the water/sewer/storm drainage project and the parking structure advisory committee.

December, 2012 Town Commission meeting: Review full cost analysis including details from AT&T and Atlantic Broadband. Review detailed financing plan and resolve any issues related to fairness of funding procedures from single family, commercial and multi-family sources.

January, 2013 Town Commission meeting: Authorize a very significant public information campaign. Make a final determination that a series of public hearings will be held in February, 2013.

February, 2013: Hold a series of public hearings and attend condominium association board meetings. Inform all commercial property owners as well.

March, 2013: Make a final decision on the project and authorize the financing.

Project Implementation: The project will be built in three phases similar to the water/sewer/storm drainage project. The overall project is estimated to require nine months for conduit installation and six months to complete energizing all areas. Areas are energized by blocks as the system is installed and properties are served underground.

The Town will retain a group of electrical contractors to do the work on private property from the main line in the easement to the service on the property. In some cases the property may need or the owners may want to upgrade their service. That will be determined by the electrical contractor and Building Official in conjunction with the property owner and is expected to be a concern only to a very small number of properties. If the Town Commission wishes, the Town could provide financing in the case of demonstrable financial hardship and be repaid over time.

The cost of converting the AT&T and Atlantic Broadband systems from the easement to the home is much less than the electrical system. The same electrical contractors retained by the Town will do this work.

Hardening and Aesthetics: The benefits of hardening the system fall into three categories. The first is wind resistance for our nearly 75 year old electrical system. There is no question that wind resistance will be enhanced if the system goes underground. The second category is flood resistance. Suffice it to say that all bets are off if we have a tidal surge that covers the Town, however, the length of time to recover is greatly enhanced if the VISTA waterproof electric transformer boxes are used. Further, FPL's protocols for re-energizing after storms have clearly

shown that underground areas are brought up much faster than areas that require replacement of lines due to wind damage including fallen trees.

The aesthetics improvement of undergrounding is clear and cannot be questioned. While this may not be a priority for all residents, the improvement to property values when the project is complete helps to make the case.

Conclusion: Surfside has been considering undergrounding utilities for many years. The Town Commission has shown great foresight by providing the conduit for crossing the streets as an element of the water/sewer/storm drainage system and authorizing the FPL cost study. The data is now in and it is time to authorize the financial analysis as well as the process for citizen involvement.

This project will be a game changer of the magnitude of the Community Center and the water/sewer/storm/drainage project. The enormous benefit for hurricane recovery is clear. The financing is achievable, construction costs are very low and the team is in place to manage this project.

The Administration looks forward to receiving the Town Commission direction to allow the decision to be made within the timeframe proposed.

Bill Evans, Public Works Director

Roger M. Carlton, Town Manager

Donald Nelson, Finance Director

Florida Power & Light Company, 2455 Port West Blvd., West Palm Beach, FL 33407

FPL

September 27, 2012

Mr. Bill Evans
Public Works Director
Town of Surfside
9293 Harding Ave.
Surfside, FL 33154

Re: Town of Surfside
Electric Facilities Conversion
Entire Town Limits -Binding Cost Estimate
WR # -4269737, -4269749, -4269755

Dear Mr. Evans:

FPL welcomes the opportunity to assist you in determining if underground service is right for your area. As per your request, FPL has completed a binding cost estimate for the project designated as the Surfside Conversion project. The binding cost estimate amount, known as the Contribution In Aid of Construction (C.I.A.C.), required for converting the area to underground is $5,614,666.00. This amount is based on the proposed underground design inclusive of the Vista switch technologies as requested by the Town. The underground drawings for the project are being finalized and a full set will be sent to you once they are complete. In addition, the cost estimate includes a more than $ 4.8 million adjustment credit for both FPL's Government Adjustment Factor (G.A.F.) Waiver and as required in the C.I.A.C. formula, tariff Section 12.1, credit for an equivalent overhead system designed at the current hardened (i.e. extreme wind) standard. Further the cost assumes the following:

- Rapid trench construction
- All work will be performed during the daylight hours, Monday through Friday, 8 A.M. to 5 P.M.. Any after hours work, e.g. disconnect / reconnect service appointments, would be an additional expense for the Town.

This binding cost estimate is valid for 180 days and a response must be received within that timeframe. Should you agree to move forward with the project, please sign and return the enclosed documents. Once we receive the acceptance package (e.g. partially executed documents and C.I.A.C. payment), we will commence the construction process (i.e. initiate bid requests and material purchasing). Any deposits that you have already paid will be applied towards the C.I.A.C. and you must pay the remaining difference of $5,554,822.00 before we begin construction. Failure to execute the applicable Agreement and pay the C.I.A.C. specified in the Agreement within the 180 day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. However, if you choose to cancel your request or not respond in time, your engineering deposit will not be returned and the estimate will be withdrawn.

an FPL Group company

This estimate only includes the charges to be paid to FPL. There are additional costs which are the customer's responsibility and should also be considered. These potential costs include:

- Site restoration (sod, landscaping, pavement, sidewalks, etc).
- Rearrangement of customer electric service entrances (requires electrician) from overhead to underground. Also, additional customer expense if local inspecting authorities require customer wiring to be brought up to current codes.
- Removal and burial of other utilities (e.g. telecom, CATV, etc.).
- Any project scope changes that modify the enclosed drawings.
- Acquiring, describing, securing and recording of easements for underground facilities.

We look forward to working with you and your staff as this project progresses. If you have any questions, please contact me at 561-845-4624.

Sincerely,

John C. Lehr, Jr.
Project Manager – Underground
Distribution
FPL

Attachments

INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES FOR THE CONVERSION OF OVERHEAD ELECTRIC DISTRIBUTION FACILITIES

SECTION 12.1 DEFINITIONS

APPLICANT - Any person, corporation, or entity capable of complying with the requirements of this tariff that has made a written request for underground electric distribution facilities in accordance with this tariff.

CONVERSION - Any installation of underground electric distribution facilities where the underground facilities will be substituted for existing overhead electric distribution facilities, including relocations.

CONTRIBUTION-IN-AID-OF-CONSTRUCTION (CIAC) – The CIAC to be paid by an Applicant under this tariff section shall be the result of the following formula:

CIAC =

1) The estimated cost to install the requested underground facilities;
+ 2) The estimated cost to remove the existing overhead facilities;
+ 3) The net book value of the existing overhead facilities;
- 4) The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities (the "Hypothetical Overhead Facilities");
- 5) The estimated salvage value of the existing overhead facilities to be removed;
+ 6) The 30-year net present value of the estimated non-storm underground v. overhead operational costs differential, which is set at $0 (zero) per pole-line mile of the existing overhead facilities;
- 7) The 30-year net present value of the estimated average Avoided Storm Restoration Costs ("ASRC") calculated as a percentage of the sum of lines 1) through 6). Simplified eligibility criteria for each ASRC Tier are summarized below. Applicants must enter into an Underground Facilities Conversion Agreement with the Company which provides full details on terms, conditions and compliance requirements.

Tier	Percentage	Pole-Line Miles	Customer Conversions	Completion
1 *	25%	3 or more	100%	3 phases
2	10%	1 to <3	100%	3 phases
3	5%	< 1	n/a	n/a

* The GAF Waiver will apply in lieu of Tier 1 ASRC for eligible conversions by Local Government Applicants.

GAF Waiver

For Applicants entering into an Underground Facilities Conversion Agreement – Governmental Adjustment Factor Waiver with the Company, the otherwise applicable CIAC amount, as calculated above, shall be reduced by the GAF Waiver. The amount of the GAF Waiver shall be calculated as follows:

GAF Waiver =

25% x the otherwise applicable CIAC;
+ 75% x the ASRC (avoids double-counting the ASRC embedded in the otherwise applicable CIAC.)

If the Applicant elects to construct and install all or part of the underground facilities, then for purposes of calculating the ASRC or the GAF Waiver amount only, the otherwise applicable CIAC shall be adjusted to add FPL's estimated cost for the Applicant-performed work. In addition, the Direct Engineering, Supervision, and Support (DESS) costs associated with this Applicant-performed work will be reduced by 20% from the amount that would have applied if FPL performed this work.

DISTRIBUTION SYSTEM - Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

SERVICE FACILITIES - The entire length of conductors between the distribution source, including any conduit and or risers at a pole or other structure or from transformers, from which only one point of service will result, and the first point of connection to the service entrance conductors at a weatherhead, in a terminal, or meter box outside the building wall; the terminal or meter box; and the meter.

(Continued on Sheet No. 6.301)

(Continued from Sheet No. 6.300)

SECTION 12.2 GENERAL

12.2.1 Application

This tariff section applies to all requests for underground electric distribution facilities where the facilities requested will be substituted for existing overhead electric distribution facilities. Any person, corporation, or entity capable of complying with the requirements of this tariff may submit a request as follows. Requests shall be in writing and must specify in detail the overhead electric distribution facilities to be converted or the area to be served by underground electric distribution facilities in lieu of presently existing overhead electric distribution facilities serving said area. Upon receipt of a written request, FPL will determine the feasibility of converting the existing facilities, any necessary revisions to this written request, and the non-refundable deposit amount necessary to secure a binding cost estimate and notify the applicant of said amount.

12.2.2 Contribution-in-Aid-Of-Construction (CIAC)

Upon the payment of a non-refundable deposit by an Applicant, FPL shall prepare a binding cost estimate specifying the contribution in aid of construction (CIAC) required for the installation of the requested underground distribution facilities, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver. The CIAC amount to be collected pursuant to a binding cost estimate from an Applicant shall not be increased by more than 10 percent of the binding cost estimate to account for actual costs incurred in excess of the binding cost estimate. However, the CIAC may be subject to increase or refund if the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver and pay the CIAC amount specified for the installation of the requested underground electric distribution facilities within 180 days of delivery of the binding cost estimate to the Applicant by FPL.

(Continued on Sheet No. 6.310)

(Continued from Sheet No. 6.301)

12.2.3 Non-Refundable Deposits

The non-refundable deposit for a binding cost estimate for conversion to a direct buried cable in conduit underground electric distribution system shall be determined by multiplying the number of pole line feet of existing overhead electric distribution facilities to be converted by $1.20. The deposit must be paid to FPL to initiate the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CIAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver. If the request for underground electric distribution facilities involves the conversion of less than 250 pole line feet of existing overhead facilities, then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply.

12.2.4 Non-Binding Cost Estimates

Any person, corporation, or entity may request a non-binding cost estimate free of charge. The non-binding cost estimate shall be an order of magnitude estimate to assist the requestor in determining whether to go forward with a binding cost estimate. Neither an Underground Facilities Conversion Agreement nor an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver may be executed on the basis of a non-binding cost estimate.

12.2.5 Underground Facilities Conversion Agreement

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute either the Underground Facilities Conversion Agreement set forth in this tariff at Sheet No. 9.720 or, if applicable, the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver set forth in this tariff at Sheet No. 9.725. The applicable Agreement must be executed and the CIAC paid by the Applicant within 180 days of the delivery of the binding cost estimate to the Applicant. Failure to execute the applicable Agreement and pay the CIAC specified in the Agreement within the 180 day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause FPL may extend the 180 day time limit. Upon execution of either the Underground Facilities Conversion Agreement or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver, payment in full of the CIAC specified in the binding cost estimate, and compliance with the requirements of this tariff, FPL shall proceed to convert the facilities identified in a timely manner. However, new service extensions, maintenance and reliability projects, and service restorations shall take precedence over facilities conversions.

12.2.6 Simultaneous Conversion of Other Pole Licensees

Before the initiation of any project to provide underground electric distribution facilities pursuant to either an Underground Facilities Conversion Agreement or an the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver the Applicant shall have executed agreements with all affected pole licensees (e.g. telephone, cable TV, etc.) for the simultaneous conversion of those pole licensees' facilities and provide FPL with an executed copy of the Agreement(s). Such agreements shall specifically acknowledge that the affected pole licensees will coordinate their conversion with FPL and other licensees in a timely manner so as to not create unnecessary delays. Failure to present FPL with executed copies of any necessary agreements with affected pole licensees within 180 days after delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversion Agreement or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver entered into between the Applicant and FPL.

12.2.7 Easements

Before the initiation of any project to provide underground electric distribution facilities pursuant to either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver, the Applicant shall provide FPL, at no cost to FPL, all easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by FPL to accommodate the requested underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth above within 180 days after the delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversion Agreement or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver entered into between the Applicant and FPL.

(Continued on Sheet No. 6.320)

(Continued from Sheet No. 6.310)

12.2.8 Affected Customer Services

The Applicant shall be responsible for the costs associated with any modifications to the service facilities of customers affected by the conversion of FPL distribution facilities which are made necessary as a result of the conversion. The Applicant shall be responsible for arranging the conversion of affected residential overhead customer service facilities by providing, at no cost to FPL:

a) any necessary rearranging of the customer's existing electric service entrance facilities to accommodate an underground service lateral through the use of a licensed electrical contractor, in accordance with all local ordinances, codes, and FPL specifications; and

b) a suitable trench, install FPL provided conduit according to FPL specifications to a point designated by FPL, and perform the backfilling and any landscape, pavement or other similar repairs

FPL shall be responsible for the installation of the service lateral cable, the cost of which shall be included in the Applicant's binding cost estimate. In the event a customer does not allow the Applicant to convert the customer's affected overhead services, or the Applicant fails to comply with the above requirements in a timely manner consistent with FPL's conversion construction schedule, then the Applicant shall pay FPL, in addition to the CIAC specified in the binding cost estimate, the costs associated with maintaining service to said customer through an overhead service drop. The cost for maintaining an overhead service drop from an underground system shall be:

a) the sum of $789 for residential dwellings containing less than five individual units; or,

b) the estimated cost to maintain service for residential dwellings containing five or more individual units.

For existing residential underground service laterals affected by a conversion the Applicant shall be responsible for the trenching, backfilling and any landscape, pavement or other similar repairs and installation of FPL provided conduit, according to FPL specifications, necessary to bring existing underground service laterals of affected customers to an FPL designated handhole or transformer. FPL will install the necessary cable, the cost of which shall be included in the binding cost estimate. However, in the event that a customer owned service lateral fails on connection to the underground distribution system the customer will be responsible for the replacement of their service lateral or compliance with section 10.5 of FPL's tariff.

The Applicant's responsibilities for modifications to the service facilities of non-residential customers affected by the conversion of FPL distribution facilities which are made necessary as a result of the conversion will be specified in an attachment to any Underground Facilities Conversion Agreement or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver.

12.2.9 Other Terms and Conditions

Through the execution of either the Underground Facilities Conversion Agreement set forth in this tariff at Sheet No. 9.720 or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver set forth in this tariff at Sheet No. 9.725 the Applicant agrees to the following:

a) The Applicant shall be responsible for all restoration of, repair of, or compensation for, property affected, damaged, or destroyed, to accommodate the installation of underground distribution facilities and the removal of FPL's overhead distribution facilities;

b) subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the Applicant shall indemnify FPL from any claim, suit, or other proceeding, which seeks the restoration of, or repair of, or compensation for, property affected, damaged, or destroyed, to remove existing facilities or to accommodate the installation of underground distribution facilities arising from or brought as a result of the installation of underground distribution facilities;

c) the Applicant shall clear easements provided to FPL of trees, tree stumps and other obstructions that conflict with construction or installation of underground distribution facilities in a timely manner consistent with FPL's construction schedule.

(Continued on Sheet No. 6.330)

(Continued from Sheet No. 6.320)

12.2.10 Type of System Provided

An underground distribution system will be provided in accordance with FPL's current design and construction standards.

12.2.11 Design and Ownership

FPL will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. The Applicant may, subject to a contractual agreement with FPL, construct and install all or a portion of the underground distribution facilities provided that:

a) such work meets FPL's construction standards;

b) FPL will own and maintain the completed distribution facilities;

c) the construction and installation of underground distribution facilities by the Applicant is not expected to cause the general body of ratepayers to incur greater costs;

d) the Applicant agrees to pay FPL's current applicable hourly rate for engineering personnel for all time spent for (i) reviewing and inspecting the Applicant's work done, and (ii) developing any separate cost estimate(s) that are either requested by the Applicant to reflect only FPL's portion of the work or are required by FPL to reflect both the Applicant's and FPL's portions of the work for the purpose of a GAF Waiver calculation pursuant to an Underground Facilities Conversion Agreement – Governmental Adjustment Factor Waiver; and

e) the Applicant agrees to rectify any deficiencies found by FPL prior to the connection of any Customers to the underground electric distribution system and the removal of the overhead electric distribution facilities.

12.2.12 Relocation

Where underground electric facilities are requested as part of, or for the purpose of, relocation, the requirements of this tariff shall apply. As applicable, the Underground Facilities Conversion Agreement or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver shall be executed as an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this tariff, the tariff shall control. Furthermore, where the regulations of the Federal or State Department of Transportation (DOT) prevent pre-payment of deposits and other conversion costs, the Federal or State DOT may pay the CIAC after the work has been performed.

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: April 4, 2006

UNDERGROUND FACILITIES CONVERSION AGREEMENT – GOVERNMENTAL ADJUSTMENT FACTOR WAIVER

This Agreement is made and entered into this _____ day of _____, 20___, by and between **TOWN OF SURFSIDE** ("Local Government Applicant"), a Florida municipal corporation or county with an address of 9293 Harding Ave., Surfside, FL 33154 and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, the Local Government Applicant has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the "Conversion"):
__the Entire Town west of Collins Ave. (collectively, the "Existing Overhead Facilities", WR # -4269751, -4269743, -4269734) to underground facilities, including transformers, switch cabinets and other appurtenant facilities installed above ground as set forth in Attachment A hereof (collectively, the "Underground Facilities", WR # 4269737, -4269749, -4269755, See the attached drawings).
NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby covenant and agree as follows:

1. **Governmental Adjustment Factor Waiver ("GAF Waiver") Eligibility Criteria.** The Local Government Applicant represents and warrants that it meets the following eligibility criteria for the Conversion:
   a. In order for the Conversion to incorporate a sufficient amount of overhead facilities to provide electrical continuity, the Conversion must include a minimum of approximately 3 pole line miles or approximately 200 detached dwelling units within contiguous or closely proximate geographic areas (the "Conversion Area"). The Conversion may be completed in mutually agreed upon phases, with the project size minimums applying to the aggregate project – provided that any necessary subsequent phase begins within a 1 year period from completion of the prior phase and the minimums are met within, at most, 3 phases; and
   b. The Local Government Applicant must require all customers within the Conversion Area who currently have overhead service directly from the Existing Overhead Facilities to convert their service entrances to underground within 6 months of completion of the Underground Facilities installation or each phase thereof; and
   c. The Local Government Applicant must be willing and able to execute a right of way ("ROW") agreement with FPL if the Local Government Applicant requests that facilities be placed in the ROW; and
   d. For any affected laterals, the complete lateral must be converted, including all stages of any multi-stage lateral; and
   e. The Local Government Applicant must demonstrate to the reasonable satisfaction of FPL that the sum of the GAF Waiver credit plus any federal or state funds that the Local Government Applicant is able to use to support the Conversion does not exceed the otherwise applicable CIAC as calculated before application of the GAF Waiver.

   Special Circumstances. Conversions which do not meet the project size minimums described in section 1.a are eligible for the GAF Waiver in the following special circumstances:
      i. 100% of the Existing Overhead Facilities within the Local Government Applicant's corporate limits are to be converted, but are less than the pole line mileage or dwelling unit minimums; or
      ii. A single lateral that serves at least one Critical Infrastructure Facility as determined by the appropriate local agency with the mutual agreement of FPL; or
      iii. An island or peninsula where 100% of the Existing Overhead Facilities are to be converted; or

(Continued on Sheet No. 9.726)

(Continued from Sheet No. 9.725)

iv. When the aggregate size of the first 3 phases of a project would satisfy the minimum size criteria but, for mutually-agreed engineering or logistical reasons, those phases are non-contiguous; provided that (a) the next (4th) phase must be adjacent to one or more of the first 3 phases such that the combined contiguous area meets the minimum size criteria, and (b) this 4th phase begins within 1 year from completion of the 3rd phase.

2. **Contribution-in-Aid-of-Construction (CIAC).** The Local Government Applicant shall pay FPL a CIAC as required by FPL's Electric Tariff and Section 25-6.115 of the Florida Administrative Code with the Otherwise Applicable CIAC amount reduced by the GAF Waiver.

i.	Otherwise Applicable CIAC	$_ 7,486,221 _____
ii.	GAF Waiver	$__1,871,555 _____
iii.	**CIAC Due**	$__5,614,666 _____ (FPL performs ALL UG work)

In the event the actual cost of the Conversion exceeds the estimate, the Otherwise Applicable CIAC shall be adjusted by the lesser of (a) the difference between the actual cost of the Conversion and the estimate, or (b) 10% of the Otherwise Applicable CIAC identified above. The GAF Waiver shall also be adjusted accordingly and the Local Government Applicant shall pay FPL the resulting difference in the amount of the CIAC Due.

3. **Applicant-Installed Facilities.** The Local Government Applicant may, upon entering into an applicant-installed facilities agreement satisfactory to FPL, construct and install all or a portion of the Underground Facilities. Such work must meet FPL's construction standards and FPL will own and maintain the completed facilities. The Local Government Applicant agrees to rectify any deficiencies, found by FPL, prior to the connection of any customers to the Underground Facilities and the removal of the Existing Overhead Facilities.

4. **Compliance with Tariff.** The Local Government Applicant agrees to comply with and abide by the requirements, terms, and conditions of FPL's Electric Tariff.

5. **Timing of Conversion.** Upon compliance by the Local Government Applicant with the requirements, terms, and conditions of FPL's Electric Tariff, this Agreement and any other applicable agreements, FPL will proceed in a timely manner with the Conversion in accordance with the construction drawings and specifications set forth in Attachment A hereof.

6. **Relocation.** In the event that the Underground Facilities are part of, or are for the purposes of, relocation, then this Agreement shall be an addendum to the relocation agreement between FPL and the Local Government Applicant. In the event of any conflict between the relocation agreement and this Agreement or the Electric Tariff, this Agreement and the Electric Tariff shall control.

7. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities.

8. **GAF Waiver Repayment.** If the Local Government Applicant does not satisfy the relevant eligibility criteria, the Local Government Applicant shall repay the GAF Waiver within 30 days of written notice from FPL of such failure. Additionally, if at any point within 30 years of completion of the Underground Facilities installation, the Local Government Applicant elects to have electric service within the Conversion Area supplied by a provider other than FPL, the Local Government Applicant shall repay FPL a pro-rata share of the GAF Waiver. The pro-rata share (which shall reflect partial years) shall be determined as follows:

GAF Waiver * [(30 – years since the Underground Facilities completion date) / 30]

(Continued on Sheet No. 9.727)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: April 4, 2006

(Continued from Sheet No. 9.726)

9. **Termination Prior to the Conversion Completion.** Failure by the Local Government Applicant to comply with any of the requirements, terms, or conditions of this Agreement or FPL's Electric Tariff shall result in termination of this Agreement. The Local Government Applicant may terminate this Agreement at any time prior to the start of the Conversion and the CIAC paid by the Local Government Applicant will be refunded to the Local Government Applicant; provided however, that the refund of the CIAC shall be offset by any costs incurred by FPL in performing under the Agreement up to the date of termination.

10. **Assignment.** The Local Government Applicant shall not assign this Agreement without the written consent of FPL.

11. **Adoption and Recording.** This Agreement shall be adopted by the Local Government Applicant and maintained in the official records of the Local Government Applicant for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.

12. **Conflict between Terms of Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Local Government Applicant and FPL, the terms of this Agreement shall control.

IN WITNESS WHEREOF, FPL and the Local Government Applicant have executed this Agreement on the date first set forth above.

TOWN OF SURFSIDE

Signed_____

Name_____

Title_____

Signed_____

Name_____

Title_____

Approved as to Terms and Conditions

Signed_____

Name_____

Title_____

Approved as to Form and Legal Sufficiency

Signed_____

Name_____

Title_____

FPL

Signed_____

Name_____

Title_____

Overhead to Underground Conversion - Customer Cost Sheet

Project: Surfside - Overall | **Date Estimate Provided to Customer: September 27, 2012**

FPL performs all work

Underground Cost		
New UG Installation (+)	$8,986,634	Cost for FPL to install new underground facilities
Equivalent OH Installation (-)	($2,938,027)	Cost to install an overhead system at current hardening standards
Existing Overhead Cost		
OH Removal Cost & Make ready (+	$1,330,499	Cost for FPL to remove existing overhead facilities
Existing OH Value (+)	$107,115	Net Book Value of existing OH facilities to be removed
Operational Costs Differential (+)	$0	30-year Net present value of the est. operational OH / UG Diff. cost
Salvage Value (-)	$0	Credit for re-usable items
Subtotal*	**$7,486,221**	Total customer contribution as specified in Tariff 12.2.3
GAF	**($1,871,555)**	
CIAC	**$5,614,666**	
Engineering Deposit (-)	($59,844)	Engineering deposit previously collected
Net Due FPL	**$5,554,822**	Total customer contribution owed

Cost Breakdowns for Customer Contributions

	Total	Labor/Vehicle	Material	Direct Engineering, Supervision, and Support
New UG Facilities (+)	$8,986,634	$3,267,301	$3,894,695	$1,824,638
Credit for equivalent OH (-)	($2,938,027)	($1,124,882)	($1,308,194)	($504,951)
OH Removal Cost & Make ready (+	$1,330,499	$1,081,613	$40,512	$208,374
Total	**$7,379,106**	**$3,224,032**	**$2,627,013**	**$1,528,061**
Net Book Value (+)	$107,115			
Operational Costs Differential (+)	$0			
Salvage Value (-)	$0			
Subtotal*	**$7,486,221**			
GAF	**($1,871,555)**			
CIAC	**$5,614,666**			
Engineering Deposit (-)	($59,844)	Engineering deposit previously collected		
Net Due FPL	**$5,554,822**			

Major Material Breakdown

	Quantity	Item
Install	267,685	Primary UG Cable (feet)
	24	UG Switch Cabinet (VISTA)
	307	UG Transformer (each)
	22	Splice box for UG feeder (each)
Remove	114,623	OH Primary Conductor (feet)
	470	Poles (each)
	278	OH Transformer (each)
	1,199	Primary UG Cable (feet)

TO: **Mr. Roger Carlton**

FROM: **Ms. Ana F. Iglesias**

RE: **Undergrounding Utilities**

DATE: **March 9, 2012**

I. UNDERGROUNDING UTILITIES

A) Introduction

A public utility, as defined in the Florida Statutes, is every person, corporation, or association that supplies electricity or gas to or for the public within the state.[1] Public utilities have the duty to furnish sufficient and efficient service to each person that applies to receive electricity or gas.[2] The Florida Public Service Commission (FPSC) is the entity that protects Florida's consumers, and has the authority, power, and duty to regulate all public utilities that supply essential services, *i.e.*, electric, water, natural gas, telephone, and wastewater.[3] This entity regulates the rates utilities charge for services while monitoring the safety of the services provided, and ensures that utilities comply with the FPSC's requirements.[4]

As expressed in the Florida Statutes, all rates demanded or received by any public utility for any service rendered or to be rendered by it, and each rule and regulation shall be fair and reasonable.[5] Most importantly, no preferences may be granted to any person or locality. The Florida Legislature has declared that it is critical to utilize the most efficient and cost-effective demand-side renewable energy systems and conservation systems in order to protect the health and general welfare of the state and its citizens.[6] It further declares that

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[1] *See §366.02*, Florida Statutes, defining a public utility. Gas can be natural, manufactured, or a similar gaseous substance.
[2] *See §366.03*, Florida Statutes, all rates and charges made, demanded, or received by any public utility must be reasonable.
[3] *See* Florida Public Service Commission website, http://www.psc.state.fl.us.
[4] *See §366.04*, Florida Statutes, for further details regarding the Florida Public Service Commission's jurisdiction.
[5] No public utility shall be required to furnish electricity or gas for resale. Except that a public utility may be required to furnish gas for containerized resale.
[6] *See §366.81*, Florida Statutes, for more information regarding the Legislature's intent with regards to public utilities.

the FPSC is the appropriate agency to adopt goals and approve plans related to the promotion of demand-side renewable energy systems and the conservation of electric energy and natural gas usage.

After introducing the functions of the FPSC, this brief analysis will discuss the MGRUF tariff, the "Coastal Barriers Infrastructure Finance Act" that will take effect on July 1, 2012, and the steps required to establish a successful Infrastructure-Financing District.[7]

B) Florida Public Service Commission

As I mentioned previously, the FPSC's main function is to regulate and supervise all public utilities. Consequently, the FPSC has the duty to examine and test all meters that are used for measuring any product or service of a public utility.[8] Additionally, the FPSC approves agreements between electric cooperatives, resolves territorial disputes among municipal electric utilities, and prescribes uniform systems of accounts or a rate structure for all electric utilities. The FPSC is also responsible for establishing reasonable fees to be paid by each user or consumer, for the purpose of testing meters.

Users or consumers can choose to have their meters tested upon payment of the fees fixed by the commission. Standard measuring instruments may be purchased to carry on the testing at the request of the users or consumers. Should any public utility violate any of the FPSC's rules or orders, the violation will constitute irreparable harm. When violations occur, the FPSC is authorized to seek relief in circuit court including temporary and permanent injunctions, restraining orders, or any other appropriate order.[9] The FPSC's jurisdiction is superior to that of all municipalities, towns, counties, or agencies. During conflicts, the rules, regulations, and lawful acts of the FPSC will prevail in each instance.

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[7] Florida's statutory laws and codes were consulted while writing this analysis.
[8] *See §366.05*, Florida Statutes.
[9] The remedies mentioned are in addition to any other remedies available for enforcement of agency action under statute 120.69, or the provisions of chapter 355 of the Florida Statutes.

C) Strengthening Florida's Infrastructure

The coasts of the State of Florida have been severely impacted in the recent past. Because of that, it has been argued that Florida's electrical infrastructure must be strengthened. Recently, there has been a growing trend towards undergrounding utilities. Many have disputed that converting utilities is a better alternative to protecting utilities from rain and wind-storm damage. However, the question of whether utilities should be converted from overhead to underground has sparked a lot of controversy. The trend towards undergrounding utilities has led to an increase in research efforts aimed at analyzing both the advantages and disadvantages of converting the utilities to the underground. Some of the considerations that must be analyzed are the high costs in converting utilities, and the time required to accomplish the undergrounding.

Several cities in Florida have been studying the cost, need, and benefits of undergrounding utilities in areas that have the greatest risk of service interruption and property damage from hurricanes, or similar natural disasters. Some cities have gone as far as forming a committee specifically dedicated to analyzing, planning and implementing the conversion of utilities from overhead to underground.[10]

While some advantages of placing utilities in the underground include: aesthetic appeal (due to lack of utility poles), potential impact on property values, and protection from hurricane damage, the major disadvantages include: costs of conversion, corrosion, pipe bursting, flood damage, water intrusion, and costly or time consuming service repairs *post*-hurricanes. Maintaining and repairing overhead utilities is not always the cheaper alternative because it is burdensome and expensive to repair or support aerial utilities as well.

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[10] In Amelia City, an Underground Committee was formed in 2005. In a report presented during November 2011, the UC recommended a plan to underground all utilities by 2020. The report further stated that the costs of undergrounding utilities should be "borne by the utility provider, and recovered if needed through rate changes affecting all customers." Estimated extra costs per home for undergrounding utilities are $850 for putting new underground, and $250 for replacements underground.

Although many argue that underground utilities face as many outages as overhead utilities, one of the primary benefits of placing new or existing lines underground is that it reduces the frequency of outages caused by storms or hurricanes. It also reduces the risk of the public coming in contact with live wires. On the other hand, undergrounding existing overhead utilities is very expensive. Moreover, repairing underground lines is more difficult than overhead lines because the underground damage may be difficult to locate. Overhead systems suffer outages when trees or debris blow into lines, and underground systems risk outages when tree-root systems uproot cables each time trees topple above ground from excessive wind, rain, or storm surges. Nonetheless, several municipalities require that new distribution systems be underground. The FPSC and the Florida Legislature both recommend undergrounding existing utilities, especially in areas located close to the coast.

D) MGRUF: Mechanism for Governmental Recovery of Underground Fees

1) MGRUF Tariff

The MGRUF tariff is an optional mechanism offered by FPL to municipalities or counties in Florida that possess tax assessment authority.[11] This mechanism allows local governments to apply for this particular tariff and enter into the Underground Capital Cost Recovery Contract with FPL.[12] The main advantage of this tariff is that it allows for the recovery of certain costs paid by or due from the local government to FPL in connection with the conversion of utilities from overhead to underground service. The Underground Capital Cost Recovery Contract must be approved by the FPSC, and must state the specific terms and conditions for underground cost recovery.

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[11] FPL (Florida Power & Light Company) has implemented the MGRUF tariff as a mechanism for the government to recover undergrounding fees. Please visit FPL's website to see the specific rules and regulations that apply to FPL's MGRUF tariff. It should be noted that those rules and regulations are supplementary to the regulations governing services by utilities issued by the Florida Public Service Commission.

[12] *See Section 14.0*, Florida Power & Light Company website, http://www.fpl.com/rates/pdf/electric_tariff_section6.pdf.

An Underground Assessment Area (UAA) is a defined geographic area with set boundaries. Any local government interested in contracting with FPL will be required to establish an UAA.[13] Customers located within these boundaries will benefit from the underground conversion project. After an UAA has been successfully established, a governmental undergrounding fee will be added to the bills of those customers located within the boundaries of the UAA.

2) Target Annual Payment & Actual Annual Payment

The governmental undergrounding fee serves as a recovery mechanism for local governments interested in converting their overhead utilities. All customers located within the UAA will receive a monthly governmental undergrounding fee which will be billed by FPL directly to them.[14] That undergrounding fee is intended to produce a Target Annual Payment to the local government. The formula employed to calculate the Target Annual Payment is: $[(FC + GC + BC) \times i$, divided by $1 - (1/(1+i)^n)]$. In other words, FPL multiplies the sum of a: (a) Facility Charge, (b) Governmental Cost, and (c) Billing Charge by the interest rate on the bonds or other financial instruments used by the local government to finance (a), (b), and (c). The formula then requires the previously calculated amount to be divided by $1 - (1/(1+i)^n)$.

The total result obtained with that formula helps FPL to evaluate an amount to be recovered through the governmental undergrounding fee which is added to the bills of all customers located within the specific UAA. The '*facility charge*' includes all amounts payable to FPL in connection with the conversion of the utilities. The '*governmental cost*' consists of all costs related to the undergrounding project, as well as the total cost charged by electrical

[13] *Id.*, An UAA may consist of all or any contiguous portion of the area within the local government's corporate limits, and may overlap all or portions of other UA areas that have previously been established by the local government.

[14] This fee is assessed as a percent of total electric revenues, and will be subject to the terms of the applicable Underground Capital Cost Recovery Contract.

[n] The letter "*n*" is equal to the number of years over which (a), (b) and (c) are to be recovered by the local government, and this shall not exceed a maximum of twenty (20) years.

[n] The letter "*n*" is equal to the number of years over which (a), (b) and (c) are to be recovered by the local government, and this shall not exceed a maximum of twenty (20) years.

contractors hired by the local government to convert facilities to receive underground service. Finally, the *'billing charge'* is equal to $50,000 or 10% of the facility charge, whichever is less.

This fee must not exceed the lesser of (1) 15% of the customer's total net electric charges, or (2) a maximum monthly amount of $30 for each residential customer and $50 for every 5,000 kWh of consumption for each non-residential customer. It is important to note that only those amounts that have been *actually collected* through the governmental undergrounding fee will be remitted by FPL to the local government. The amount that is remitted to the local government is referred to as the *Actual Annual Payment*, and is sent within sixty (60) calendar days following the conclusion of each calendar year.[15]

3) Notice and Public Records

A notice must be mailed by the local government to all customers located within the proposed UAA region.[16] Such notice shall state the intention to recover the cost of the underground conversion project through a governmental undergrounding fee on each customer's electric bill. Customers must receive this notice at least ninety (90) days before the execution of the Underground Capital Cost Recovery Contract pursuant to the MGRUF tariff. Additionally, once the governmental undergrounding fee is approved by the local government, notice must be filed in the public records.[17]

E) "Coastal Barriers Infrastructure Finance Act"

This Act will take effect on July 1, 2012, and will allow registered electors of a coastal barrier region to create a financing district to plan and pay for the construction of underground utilities – *by means of a petition followed by a referendum.*[18] Once this Act becomes

[15] *See* FPL website for further terms and conditions regarding the Actual Annual Payment.
[16] Local governments are required to comply with all applicable federal, state and local laws when establishing an UAA, and imposing the governmental undergrounding fee.
[17] *See* FPL website for a list of instances when FPL may withhold the application of the MGRUF tariff. Some of this include: in instances when FPL estimates that the Annual Target Payment would exceed 15% of the net electric charge from customers within the UAA, or if the local government does not comply with the terms and conditions of this tariff.
[18] *See* The Florida Senate website, http://flsenate.gov/Session/Bill/2012/0466/BillText/c1/HTML.

effective, chapter 163 of the Florida Statutes will provide the governance for the establishment, operation, and regulation of these intergovernmental programs.

The authority controlling the financing district will be the local governing body of such designated region. The governing authority shall be vested with certain important powers, such as the power to invest and borrow money. Proceeds are intended to be generated through a tax increment, which will be held by a local trust fund. Some exemptions from the tax do exist and will be detailed below.

The Florida Legislature expressly declares in section 163.72(3) of the statutes that "*underground utilities provide a delivery system for utility services which is safer and more reliable than overhead facilities during and after severe storm and weather events to which coastal barriers are often exposed.*" To achieve that end, the Legislature provides local governments with an alternative mechanism for financing, installation, and operation of utility systems serving coastal barrier communities. It is evident that the Legislature intends to protect Florida's communities, and coastal barrier resources.

1) Coastal Barrier Infrastructure-Financing District

As of July 1, 2012, coastal barrier infrastructure-financing districts shall be created by an ordinance by the governing body of a county or municipality.[19] An infrastructure-financing district can cover any geographic area within a coastal barrier system designated by the governing body of a local government for infrastructure financing and construction.[20] The governing authority of a district will need to possess powers that will authorize it to levy an ad valorem tax increment to help finance the underground conversion project.

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[19] *See §163.74(3)*, Florida Statutes, stating that after a simple majority of the electors voting in the referendum election approve the question submitted for referendum, the governing authority of the local government may create a financing district by ordinance.

[20] *See §163.76*, Florida Statutes, a "coastal barrier" means a coastal barrier island or other coastal feature consisting of a beach, or related features located within a coastal building zone, as those terms are defined in §161.54 of the statutes.

A referendum election will be conducted where if a simple majority of the registered electors voting in the election approve the question submitted for referendum, the local government will be permitted to create a financing district.[21] After the financing district has been successfully created, the governing body of the local government will be required to adopt an infrastructure-financing plan. That plan is to be adopted within six (6) months after the county or municipality creates the financing district.[22]

Each of these financing districts is to be governed by a coastal barrier infrastructure-financing authority which will have power to: execute contracts, plan and carry out approved coastal barrier infrastructure projects, invest finance funds, borrow money, make surveys, adopt or amend any coastal barrier infrastructure finance plan, and make all necessary expenditures.[23] The term '*infrastructure*' includes any of the following activities: the construction, reconstruction or improvement of electrical, telephone, cable, and other utility services delivered to a community by wire or cable, and any related land acquisition, planning, design, engineering, and administrative costs.[24]

2) Referendum

Registered electors who are residents within the coastal barrier are allowed to petition the governing body of the county or municipality to conduct a referendum on whether an infrastructure-financing district should be created, for the purpose of financing and constructing underground utilities.[25] There is a particular procedure that must be followed when registered electors petition for a financing district. The referendum will be conducted on the question of whether a financing district should be established.

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[21] *Id.*
[22] *See §163.76*, Florida Statutes, with regards to what details must be included in the Coastal Barrier Infrastructure Plan.
[23] *See §163.75*, Florida Statutes, for further detailed description.
[24] *See §163.73*, Florida Statutes, for other definitions.
[25] *See §163.74*, Florida Statutes, regarding the mandatory referendum for establishing a financing district.

Section 163.74 of the Florida statutes describes the question that must be included in the referendum. The question must say: "*Shall the ...governing board of (...County or Municipality...) create an infrastructure financing district within the following legally described area for the purpose of providing a tax increment mechanism to finance and construct an underground utility infrastructure?*" The question need be asked in that form, and must be followed by the words "*yes*" and "*no.*" If the question is approved by a simple majority of the electors voting in the referendum election, the governing authority of the local government may create the financing district by ordinance.

Notice must be published in a newspaper of general circulation in the area proposed for the establishment of the financing district. The legal description and map of the coastal barrier proposed for designation as an infrastructure-financing district shall be informed of as well. The referendum may be conducted via mail, and must be conducted within 120 days after the governing body has verified that 10 percent of the electors have signed the petition.

3) Coastal Barrier Infrastructure Plan

A coastal barrier infrastructure plan must be established within six (6) months after an infrastructure-financing district has been created. These infrastructure plans must contain specific information such as: an inventory and survey of all utility infrastructure is presently located above ground within the designated coastal barrier, and all necessary rights-of-way and property needed for the construction of a system of underground utilities within the barrier. Finally, an engineering design for a system of underground utility facilities within the barrier must be included in the infrastructure plan as well.[26]

[26] *See §163.76*, Florida Statutes, describing the creation of the coastal barrier infrastructure plan.

4) Local Trust Fund

According to the Act, local governments will be required to establish a local trust fund for the purpose of holding the funds that the infrastructure-financing district collects.[27] Accordingly, the local trust fund is to be funded with the proceeds collected from the ad valorem tax increment levied each year within the designated coastal barrier district by the taxing authorities. The fund needs to be funded continually while the project is in effect, or until all debts incurred to finance the project are no longer outstanding, whichever occurs later. The proceeds collected within the financing district must be a minimum of 75% of the difference between (a) the amount of ad valorem tax collected each year by each taxing authority, and (b) the amount of ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority.[28]

5) Exemptions & Dissolution

Once the Act is in effect, section 163.78 of the Florida statutes will detail some of the public bodies or taxing authorities that are exempt from the effects of this Act. These include: special districts that collect ad valorem taxes on real property in more than one county, metropolitan transportation authorities, neighborhood improvement districts, community redevelopment agencies, library districts, or water management districts, among others.

The Legislature has also provided for the dissolution of these infrastructure-financing districts upon the completion of the project's objectives.[29] As such, section 163.79 states that these financing districts are intended to be dissolved after all the coastal barrier infrastructure projects have been completed. If it happens that assets and liabilities remain, these shall be transferred to the county or municipality within which the financing district is located.

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[27] *See §163.77*, Florida Statutes, for details discussing how a local trust fund can be properly established.
[28] *Id.*, regarding the possible methods of funding a local trust fund.
[29] *See §163.79*, Florida Statutes, with regards to the dissolution of infrastructure-financing districts.

F) Supplementary Law

Chapter 170 of the Florida statutes also authorizes the governing authority of any municipality to levy special assessments on benefited real property.[30] This specifically means that municipalities can pay for the relocation of utilities, and this covers the undergrounding of utilities such as cable, telephone and electrical services. Special assessments may be collected directly from the local government that is imposing the assessment.

II. CONCLUSION

Converting overhead utilities to underground services is not a quick task. As the trend continues towards relocating currently existing overhead lines to the underground, Infrastructure-Financing Districts will help local governments finance undergrounding projects, and contribute to conserve energy systems while protecting the welfare of the state. After these districts are successfully implemented, utilities will hopefully be better protected against the perils from hurricanes, wind storms, and storm surges. Regardless, due to the high costs of converting utilities, and the possible disadvantages from having utilities hidden below the ground, questions will remain as to which alternative is most appropriate in states that frequently run the risk of suffering extreme weather conditions.

[30] *See §170.01(1)(d)*, Florida Statutes, for further details regarding special assessments.

TOWN OF SURFSIDE

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November 7, 2012

Dear Mayor, Vice Mayor, Members of the Town Commission and Town Attorney:

Surfside is a very special place and an extraordinarily demanding community. To be granted the opportunity for stewardship, whether as a member of the Town Commission or as a member of the administration is a privilege that should be met with appreciation, innovation, dedication, patience, wisdom and balance. There are many requirements to meet the standards set on the record by the Town Commission, over coffee tables by the residents or in the electrons favored by the bloggers. To meet these requirements the Town Manager must be scrupulously honest, set a work ethic for employees, have a creative cost-effective solution for every issue no matter how small or how grand, have a full range of emotions from firm to gentle and, most importantly, have a sense of humor that turns tension into laughter in a matter of seconds.

What sparks a young person's interest in a public service career? Is it your upbringing? My father, George Washington Carlton, (He was born on February 22 ... the year his mother received her United States citizenship) was a volunteer firefighter and ran for the position of Alderman in my hometown, Malden, Massachusetts, My mother was a store detective in Jordan Marsh, and she established a relationship with the police department trying to help the shoplifters she had caught and caused to be arrested. Was it my sister, Alice, who was a council member in Minneola, Florida, and who had attempted to adopt an African American baby to whom she had been a foster parent in the 1970's in Jacksonville, Florida, but was denied because interracial adoptions were not allowed?

Perhaps it is the times in which you grow up. This Town Manager won the 9th Grade Miami Dade County Social Studies Senate with a perfect score on the Civics Exam. He remembers learning to hide under his desk in case Nikita Kruschev and Fidel Castro launched an atomic missile our way. He remembers sitting in Chemistry class when the announcement of President Kennedy's assassination sent the teacher into uncontrollable tears of grief. Most importantly, he remembers the 1960's when the sweet and pure innocence of youth was melded with rock-firm commitment to make the world a better place. Out of this seeming conflict grew the civil rights movement, the environmental movement, an economic boom that lasted nearly 40 years and the rights and opportunities that our children and grandchildren enjoy today.

Perhaps a commitment to public service comes from the mentors you have had. In my case the long and wonderful list began with Tom Armstrong, a self-made man who grew up in a tar paper shack in North Carolina and became the Regional Administrator for US Housing and Urban Development in Atlanta, Georgia. For some reason he took me under his wing when I was the brash kid from Miami who wore colored shirts and paisley ties and everyone else wore white shirts and striped ties. Forgive me, there were young women in the group, and they wore blue skirts and white shirts, to the best of my recollection. What Tom taught me was to pick my battles.

Next was Merrett Stierheim ... my boss for 9 years and my mentor and friend to this day. While there were many lessons from Merrett, the most important were: treat all members of your Commission with dignity while remembering that the Mayor is the first among equals, and surround yourself with strong warhorses who are all capable of meeting the standards you set and the community deserves.

Next was Colonel Mitchell Wolfson, the founder of Wometco Enterprises and the Chairman of the Board of the Miami Parking Authority for nearly 30 years. He was a Miami pioneer, having moved here in 1913 at the age of 13, and having amassed an empire that was finally broken up after his death in the 1980's in the first KKR billion dollar leveraged buyout. While there were many lessons, two remain top of mind. He would say, "Always put into a community more than you take away", and then he would say, when threatened by litigation, "Sue me, sue me ... what can you do me?" His main legacy for the community was Miami Dade Community College where he was the chairperson of the Board of Directors and served for many years. The lesson of the quote was to move forward boldly, be well-grounded with legal advice, but move forward without fear.

Dewey Knight was the first African American person in Florida granted a Master in Social Work from Bethune Cookman College. He was given the opportunity for a job as a social worker by Ray Goode who was the Social Services Department Director for Miami-Dade County in the early 1960's. They rose up together with Ray becoming County Manager and Dewey becoming Deputy. When Ray left to become president of a division of Weyerhaeuser, Dewey became Acting County Manager, a position he took four times over the years. The County Commission begged him to take the role permanently, but he declined because it would require him to treat all groups equally when his role was to advocate first and foremost for the disadvantaged and second for the African American community. Dewey took me aside one day and shared with me his fast failing health. He asked me to take his seats on the Red Cross and the Goodwill Industries Boards of Directors. Thus began a long and diverse history of civic involvement, a commitment to helping the disadvantaged and a respect for the blue collar workforce and their struggle to make ends meet in a difficult financial world. "Rachmones" is a word that Dewey never used but it is a belief in compassion and a behavior he taught me.

Dr. Paul Ahr of Camillus House deserves to be included my list of mentors, A mental health professional and a Catholic scholar - what better combination to take Camillus House to the heights it has achieved today. To understand a religion in which you did not grow up and be welcome for what you bring to the table to help achieve a goal is the gift Dr. Ahr and Bob Dickinson, former CEO of Carnival Cruise Lines, have given me.

Finally, my wife Beth has been my North Star ... she shows the way. Beth has just completed a 35-year career with Miami-Dade County. She was the steady force, the team member who shouldered not only a successful career but most of the family responsibility while the kids were growing up, and the partner who helped me calm down with a toddy on our balcony while we went over the day's events. She was the public servant who was loved and respected by hundreds of County employees at all levels of the organization from the Board of County Commissioners to the worker bees who made things happen. We are blessed with two wonderful children, Judd and Abby, who found exceptional life partners, Rena and Andy, and have given us four extraordinary granddaughters - Laila, Sophie, Claire, and Talia. All the girls show early signs of promise, spirit, energy and intellect.

It is my fervent hope that you realize that this history is not really about me. It is about what type of person Surfside needs for its next Town Manager since this Town Manager grows physically weary. Two dear friends, Tony Goldman (68) and Dan Dolan (71), have passed away in the past month and I want to start paying an ever-building 35-year debt to my family. My retirement will be effective April 26, 2013. This leaves the Town Commission nearly six months to achieve a transition that will result in a seamless transfer of responsibility and will keep our wonderful administrative team highly motivated and secure in their careers. Following are the suggested steps:

1) Develop a consensus job description for the next Town Manager to include education, experience, responsibilities, personal characteristics, compensation and any requirements unique to Surfside. This should be placed on the December 11, 2012 agenda for adoption.

2) On the same agenda, decide if you wish to use an executive recruiter (estimated to be $25,000 to $30,000) and hold a special meeting in mid-December to make the selection of the recruiter. If you use this approach, the executive recruiter will help you develop the job description and will bring a broad group of candidates for your consideration. If you choose to do the search with an executive recruiter or if you wish to manage the process internally, this Town Manager and our superb Human Resources Director, Yamileth Slate-McCloud, will help you in any manner desired.

3) Require the executive recruiter to develop a short list of candidates for interview and selection by the end of February, 2013. The community should be involved in this process perhaps in a social event at the Community Center. Hold final short list interviews in a public forum and make a decision.

4) Authorize the Mayor and Town Attorney to negotiate an employment agreement for approval in early March, 2013, with a starting date in the second half of March, 2013. This will allow approximately 30 days when the new Manager and the old (by years only) Manager are able to work together to ensure a seamless transition.

If this suggested process is acceptable to the Town Commission, or if another process is chosen, my focus will shift to completing and/or advancing critical projects and programs during the next six months. I am suggesting this list supersede the ongoing effort to prioritize nearly 40 activities which has failed twice and only can end in a divisive win/lose situation much like the federal effort to prioritize has ended in the fiscal cliff. The following are in categories and a fruitless discussion of ranking is not recommended. Please do not think that accepting this list is a final go-ahead. It is simply a discussion of what you want me to do over the next six months.

1) **Infrastructure:** Finish the Water/Sewer/Storm Drainage project, initiate the seawall project, develop the Park and Recreation Capital Program including the determination to go forward with a second floor for the Community Center and reach a determination regarding underground utilities.

2) **Community Development:** Finalize the traffic calming study and reach closure on the projects which will revitalize downtown including public improvements and the Business Improvement District. Reach a determination on the three parking structures based on the Rich and Associates study. Finish negotiating with the Chateau Group (Best Western) and the Shul expansion.

3) **Financial:** Finish the Fiscal Year 2011/12 CAFR and ensure that Vice Mayor Karukin's "5 and 5" becomes "5 and 3". Translated, this means that the goal of having a $5 million reserve in the General Fund is achieved in three years rather than five. Update the Five Year Financial and Operations Plan to incorporate all the changes that have occurred during the past two years when it was originally adopted.

4) **Day-to-Day Operation:** Continue to broaden the utility of the new website, provide a smooth transition to our new Building Official/Building Department Director, support the efforts of our Town Clerk and Code Compliance Director to adequately staff and train their employees and morph the "front office" to a new "Surfside Solution Center" that is a true one-stop shop for residents and business people to efficiently and courteously meet their responsibilities. Finish the resolution of all FEMA issues to achieve the community discount in conjunction with the Town Attorney.

5) **Long Range Planning:** Develop a plan to move the motor pool and shops and other Public Works operations to an appropriate site on the mainland and renovate Town Hall and the surrounding parking lots to a "Civic Center/Service

Center" location. Work with the Town Attorney and the Planning and Zoning / Design Review Board to evolve our development permitting process based on the lessons learned from the first year of implementation of the new DIC. Kick-off the Charter Review process to update an archaic document which forms the legal basis of the Town's existence.

The above list reflects a full plate and my own suggested priorities. Of course the Town Commission should add, delete or amend these recommendations to set the agenda for the next six months.

In closing, the opportunity that Surfside has given me is rarely granted to a public administrator. To come into a wonderful place that had lost its way and work with an elected body that is uniquely intelligent and educated, create a workforce that is highly motivated and performance oriented, change the entire physical environment of a Town in both highly visible and subsurface ways and to build a rock solid financial base from which progress can continue in such a short time is truly a memory which will always be with me.

It is time to close this step in what should become an exciting discussion of the future. As Shakespeare wrote, "The die is cast". My great appreciation is given for the hard work, dedication and creativity of our Department Heads and the entire Town Staff, the good advice and counsel of our consultants and the steady legal work of the Town Attorney, Lynn Dannheisser, which have all contributed to the wonderful place we are in today. Specifically, the Town is blessed with a team of professionals, including Public Works Director Bill Evans, Police Chief and Parking Director David Allen, Town Clerk Sandra Novoa, Parks and Recreation Director Tim Milian, Building Official Paul Gioia, Code Compliance Director Joe Damien, Human Resources Director Yamileth Slate-McCloud, Finance Director Don Nelson, Tourism/Economic Development and Community Services Director Duncan Tavares, Town Planner Sarah Sinatra, Budget Officer Andria Meiri and Controller Mayte Gamiotea. This group of dedicated professionals has taken the Town to a level of excellence that far exceeds the performance of most communities in South Florida.

Thank you for the opportunity to serve and to complete my career with such wonderful memories and relationships.

Sincerely,

Roger M. Carlton
Town Manager

Cc: Department Heads
Town Employees

Commission Communication

Agenda #: 9E

Date: October 9, 2012

Subject: Setting Priorities to Give Direction to the Town Manager and Town Attorney

Background: The past two years have been extremely active with operational and administrative changes coming rapidly including senior personnel, infrastructure, relationships with other units of government, finances and every aspect of governance of this wonderful Town. Frankly, the appetite for change has been at different levels both from the Town Commission individually and as a body and from the citizens and business people. That ambivalence has caused some tension which needs to be resolved through clear policy direction.

This is not the first effort from your Administration to set priorities. There was an effort to prioritize in a workshop held at the Community Center on April 30, 2012, however, that meeting did not result in the establishment of priorities. In fact, additional priorities were added to an already long list. Further, the Administration has kept the Town Commission and community up to date on the various priorities through the Points of Light. This list of priorities appears monthly and a review of the record would show that we average 40 Points of Light monthly with at least five and sometimes more new Points of Light added monthly… some by the Town Commission and some by the Town Manager. All completed Points of Light, now nearing 100 items, are kept in a data base for review by anyone wishing to review the history.

Analysis: Staff has completed an extensive review of projects, studies and activities that are currently underway. Everything on the list has gotten there based on some collective or individual activity of the Town Commission. Individual requests from the Town Commissioners are made and vetted each month on the Town Commission Agenda. The taxonomy of the priorities reflects:

1. Level One Priorities: There is an urgency to the matter generated by individual or collective direction from the Town Commission.

2. Level Two Priorities: There is a lesser degree of urgency, however, the item is important and must receive attention from staff on a frequent basis.

3. Level Three Priorities: There is no urgency to the matter, however, the community would benefit from the project. Staff will keep the item moving as time allows.

There has been no attempt to prioritize within the three categories. For the Town Commission to reach closure on the three level system and give direction to the Administration to suggest priorities within the three categories would be a great leap forward.

There has also been no attempt to involve the Town's advisory committees or the residents and business people in the priority setting process. That additional assignment should be at the direction of the Town Commission.

Conclusion: There is no pride of authorship in the suggested list of priorities or the manner in which the Level One, Two or Three assignments were made. As you consider the list please remember that staff resources are limited and that the Town of Surfside is blessed with an extraordinary group of employees at all levels to carry out the priorities. These priorities are complex, interrelated and all take time to achieve. On behalf of your entire staff, we look forward to the discussion and please feel free to collectively add, delete, amend and change the suggested priorities.

Roger M. Carlton
Town Manager

LEVEL ONE PRIORITIES

1. Complete the Water/Sewer/Storm/Drainage project
2. Go/No-Go Decision on Undergrounding Power Lines and Related Utilities
3. Go/No-Go Decision on Parking Structures
4. Go/No-Go Decision on Downtown Business Improvement District
5. Go/No-Go Decision on Community Center Second Story and Comprehensive Park Capital Program
6. Upgrade the Website/Content/Options.
7. Complete the Town-wide Signage Program
8. Enhance the Code Enforcement Program
9. Charter Reform Election
10. Reassess the Zoning Code/ Combined Planning and Zoning/ Design Review Board and Town Commssion Meeting
11. Protect Town from Bal Harbour Shop Expansion
12. Develop an Effective Beach Management Program in Cooperation with Miami-Dade County and the State of Florida
13. Determine the Appropriate Level of Service and Cost for Solid Waste/Recycling Program
14. Develop a Succession Plan for Town Manager and Key Positions
15. Continue to Elevate the Level of Service and Accountability at Town Hall (platinum-level service for citizen response)
16. Secure County Commitment for the Sewer Force Main North
17. Develop a Tourism and Economic Development Advisory Committee Strategic Plan
18. Restore FEMA Flood Insurance Discount
19. Build General Fund Reserve to $5 million
20. Build Water /Sewer/Storm Drainage Reserves to Avoid Rate Increases When Possible
21. Continue to Beautify Surfside's Physical Appearance
22. Complete Bus Shelters
23. Sell More Sponsorships for the Turtle Project
24. Update Five Year Financial Plan
25. ALPR (cameras)
26. Complete Imaging of Town Documents
27. Recruit New Building Official
28. Seawall Replacement Program
29. Complete Development Review Process for Chateau, Surf Club and The Shul

LEVEL TWO PRIORITIES

30. Complete 95th Street Hardpack to Collins Avenue Project
31. Update Town Code to Correct Numerical Errors
32. Complete Dog Park Decision Making Process
33. Bring up Automated Bill Paying and Record Access Systems
34. Complete Sidewalk Ordinance Implementation
35. Complete Newsracks and Bus Benches
36. Implement Bullying Program
37. Repair Kiddie Pool
38. Replace Single Meter Heads with Credit Card Acceptiong Devices
39. Change Federal Road Designation Amendments in Single Family Neighborhood

LEVEL THREE PRIORITIES

40. Electric Vehicle Charging Program
41. PACE Program

Sandra Novoa

From: Michael Karukin
Sent: Thursday, October 18, 2012 2:48 PM
To: Sandra Novoa
Cc: Roger Carlton; Lynn Dannheisser; Sarah Sinatra
Subject: Discussion item for November agenda

Please add to the November agenda list of **discussion items (section 9)**.

RE: Topics for a combined meeting of the Town Commission and Planning and Zoning Board

The criteria for a joint session should be more than just reorganization of the section. If limited to just that topic, my preference would be to have Legal and P and Z vet the proposal and wait to hear recommendations.

If we were to have a combined meeting, I think it would add more value to discuss issues like:

1. Since we can expect more property aggregation over time, how can we prevent a 700 unit building from being erected.
2. Setbacks (e.g., should they be larger for buildings with greater than 150 ft wall frontage)
3. Step backs (should they be applied to interior structures on same parcel)
4. Parking requirements (can an applicant intentionally pay into fund to get out of requirements)
5. maximum frontage (already scheduled for consideration)
6. minimum floor area specifications (when, where and how to apply)
7. limitation on the number of efficiency units in a multi-dwelling building
8. What is the impact of using "net" versus "gross" acre in density language (may require comp plan change to policy 1.1)

A discussion and direction to administration on some of these items can tighten up certain aspects of the code that may at present give a bit too much "flexibility", like the potential to build a huge buildings on an aggregate lot with unity of title.

Thank you for your consideration and look forward to a discussion on how to proceed on any or all of these items.

Thank you,

Michael Karukin

Vice Mayor

Town of Surfside

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Surfside, FL 33154

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Email: mkarukin@townofsurfsidefl.gov

Sandra Novoa

From: Michelle Kligman
Sent: Wednesday, October 31, 2012 11:43 AM
To: Sandra Novoa
Subject: Follow Up

Sandra,

I would like to follow up with you regarding my request at the last Commission meeting to place on the agenda for discussion purposes the reports (i.e. managers report, town attorney's report etc.) that are placed on the agenda.

Please place the item: "Discussion regarding reports on the Commission Agenda" on the November 13th agenda.

Many thanks!

Michelle

Michelle Kligman, Psy.D.

Commissioner

Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

Cell Phone (305) 619-5748

Phone (305) 861-4863

mkligman@townofsurfsidefl.gov

MONTH	Deadline - Items To Town Attorney	Agenda Deadline - All Completed Items To Town Clerk	Agenda Distribution Date	Commission Meeting Date
January 2013	12/21/2012	1/4/2013	1/9/2013	1/15/2013
February 2013	1/18/2013	2/1/2013	2/6/2013	2/12/2013
March 2013	2/15/2013	3/1/2013	3/6/2012	3/12/2013
April 2013	3/15/2013	3/29/2013	4/3/2013	4/9/2013
May 2013	4/19/2013	5/3/2013	5/8/2013	5/14/2013
June 2013	5/17/2013	5/31/2013	6/5/2013	6/11/2013
July 2013	6/21/2013	7/5/2013	7/10/2013	7/16/2013
August 2013	7/19/2013	8/2/2013	8/7/2013	8/13/2013
September 2013	8/23/2013	9/6/2013	9/11/2013	9/17/2013
October 2013	9/13/2013	9/27/2013	10/2/2013	10/8/2013
November 2013	10/18/2013	11/1/2013	11/6/2013	11/12/2013
December 2013	11/15/2013	11/29/2013	12/4/2013	12/10/2013
January 2014	12/20/2013	1/3/2014	1/8/2014	1/14/2014

Mayor and Members of the Town Commission:

It is recommended that the January, July and September 2013 Town Commission meetings be rescheduled by one week to accommodate the New Year, Fourth of July and Labor Day holiday. This will allow Town staff and the Town Commission to enjoy the holidays without the need to prepare the agenda by required dates.

Town of Surfside
Commission Communication

Agenda Item #: 9I

Agenda Date: November 13, 2012

Subject: Failure of the seawall to the south of the intersection of 88th Street and Carlyle Avenue

Objective: To discuss and approve the use of emergency funding to expedite the repair of the seawall that is rapidly failing as a result of Hurricane Sandy.

Background:

1. On May 8, 2012, the Commission approved the execution of a work authorization to inspect the condition of all Town-owned seawalls.

2. On July 12, 2012, a final report was issued by Calvin, Giordano & Associates on this matter, concluding that many of the Town-owned seawalls were in a state of considerable disrepair. This report assigned degrees of severity to each seawall and recommended repair or replacement for each seawall. The report also indicated an opinion of probable unit cost of $1200 per linear foot of seawall for repairs. The total estimated cost was $1M.

3. On August 15, 2012, in light of the urgency to repair the seawalls, the Commission approved a resolution authorizing Calvin, Giordano & Associates to prepare the design, acquire permits, and solicit grant funding from Florida Inland Navigation District (FIND) Waterways Assistance Programs.

4. October 25-26, 2012, Hurricane Sandy passed northward over the Bahamas causing storm surge along Florida's eastern coast. Impacts from the hurricane ranged from beach erosion to elevated tide levels and wave damage particularly to seawalls.

5. While the seawall south of the intersection between 88th Street and Carlyle Avenue had been categorized in the report as exhibiting "severe damage to structural integrity and/or aesthetics" and had been suggested for repair, the increased storm activity has further exacerbated the structural integrity of the seawall. Town Staff witnessed the fill behind the sea wall washing through the wall at an alarming rate during high tide storm activity. Depressions and soft spots that had not previously existed behind the wall were noted to have been formed over the course

of the storm. Much of the native stone originally comprising the wall has been washed away, leaving only non-structural filter fabric to hold back the fill behind the wall.

Analysis: This particular seawall separates newly installed Town utilities from the intracoastal waterway. The Town has invested more than $250,000 for pipes, pumps, electrical gear and are only all within 30 feet of the seawall. The intended course of events at the August 15, 2012 Town Commission meeting was to proceed with design and permitting to be able to apply for FIND funding in the upcoming cycle. FIND grant applications are submitted on March 1st and awarded in April or May. It is important to note that FIND may match up to 50% of the total project costs.

In light of the time frame for grant applications and the imminent risk to newly-placed utility upgrades, it is in the Town's best interest to separate this particular wall from the others included in the FIND grant application and proceed with emergency funding to expedite its repair. The remaining seawalls in the report would be set aside for potential grant funding.

Budget Impact: As noted previously, the opinion of probable cost for seawall repair is $1,200 per linear foot of seawall. The seawall in question measures approximately 50 feet in length. Therefore, seawall repair would be estimated at $60,000. Assuming the unit price remains unchanged and in light of the 50% matching requirement from FIND, the effective additional cost to the Town to repair the seawall immediately would be $30,000. We will ask FIND to grant us a hold harmless for the repair and allow us to include the seawall in the overall grant package. If that is not approved, the cost will be $60,000. The funding will come from the contingency account for the water/sewer/storm drainage project.

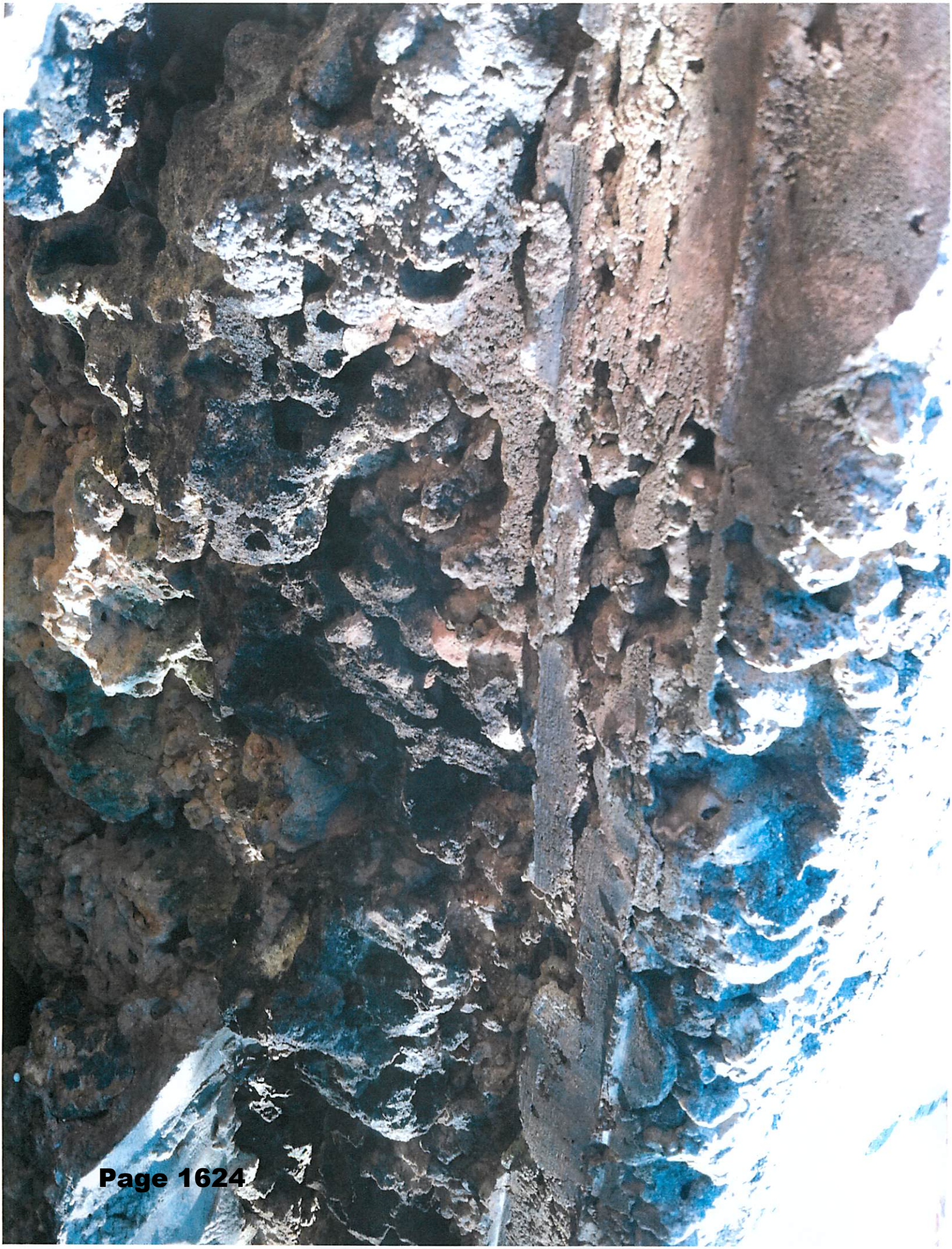
If the Town Commission approves the emergency declaration, we will obtain at least three quotes from qualified contractors complete the repair for the lowest price and bring the item back for retroactive approval after the project is completed.

Staff Impact: N/A

Recommendation: To authorize the emergency repair of the seawall located on the south end of Carlyle Aveune at 88th Street to protect the Town's investment in new water/sewer/storm drainage infrastructure.

Department Head

Town Manager



Sandra Novoa

From: Joe Graubart
Sent: Monday, November 05, 2012 5:10 PM
To: Bill Evans; Roger Carlton; Sandra Novoa; Jose Feliz
Subject: Backflow preventers

I want to put this on the agenda for discussion / informational and educational purposes for residents and all:

http://www.youtube.com/watch?v=4jV8hwieKQk&sns=em

Perhaps Jose can show it at the upcoming Commission Meeting? This in response to questions residents have asked RE: Salt Water 'flooding' as a result of Sandy.
Who doesn't love to watch a one-way valve in action?

Also: http://www.tideflex.com/downloads/tideflex_downloads/tideflex%20Testimonial.pdf

Enjoy the short two page read and youtube video.

Elected Officials – please submit your in depth and critical questions to Bill Evans.

Thanks

Joe Graubart
Commissioner
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154
Phone (305) 861-4863
Fax (305) 861-1302
jgraubart@townofsurfsidefl.gov

Tideflex® Check Valve for Storm Drainage Backflow Prevention

In the beginning, storm drainage backflow prevention was limited to conventional swinging gate or "flap check" type valves. Operators and maintenance crews learned to live with the fact that swing checks had to be continuously maintained. Many installations required annual re-manufacturing of the seat, gate and hinge areas.

To ensure free movement on sea wall applications, flap checks required frequent cleaning from crustacean growth. Barnacles grow all over everything. As build-up increases, the head pressure to operate the gate soon goers up. The net result leaves more standing water in the pipe before the gate can open and less area for storm surges to runoff. Other problems occur from frequent wave pounding. Hinge bores wear elliptical. As hinge assemblies wear down, the gate will work its way down respectively. Thus resulting in seat and gate damage, leakage and sediment build-up in the pipe.

Lodged debris between gate and seat allow additional migration up the pipe to compound failure of flap check valves. Sticks, cans, tennis shoes and other trash can be found within storm systems. All random large debris contributes to the failure of flap check valves by wedging the gate open.

Many municipalities have designated crews to service these valves. Grinding of the seat and gate areas, rebuilding hinge assemblies, and cleaning out built up sediment within the pipe are all common operations included when intermittent or complete overhauls are performed. Projects of this sort cost municipalities man-hours and leave the outfall unprotected for the duration of the overhaul.

On the other hand, many municipalities either don't have the money or manpower to maintain their outfall system. Some prefer to gamble against future 20 to 100 year storms and will deal with the problem when a major catastrophic event forces action. There are countless flap check valves which were installed and forgotten. Many have the hardware still attached to the headworks and are non-functional. Many are unknowingly broken or lost and are waiting for a flood event to be noticed.

There are countless inherent problems which go along with any storm drainage swing or flap type check valve. All the more reason for municipalities to take a good look at how much above the purchase price installing swing/flap check technology costs them. Replacement or the intangible costs of maintenance is where more than has to be spent. Fortunately there is a better way…TIDEFLEX!

Tideflex Technologies designed, tested and manufactures the Tideflex® Check Valve. Truly a "Backflow prevention device" in every meaning of the phrase, the Tideflex® Check Valve performs in the ZERO maintenance spectrum! Tideflex Technologies' all rubber muscle was built to eliminate any potential of failure or need for maintenance. Since rubber products have a memory for its vulcanized curved duckbill shape, the Tideflex® Check Valve requires no mechanical parts, no hinges, pins, gates or seals. No mechanical parts means no mechanical maintenance. None! This is very important! The contributing factors of failure from seat/gate misalignment due to hinge wear is reduced to ZERO! No need for exotic metals (i.e: 316SS, Monel, Hastelloy). All that is needed is a thimble or short section of pipe for mounting. Flanged models are available.

Tideflex Technologies, Inc. ♦ 300 Bilmar Dr. ♦ Pittsburgh, PA 15205 ♦ 412-919-0919 ♦ Fax: 412-919-0918 ♦ Email: info@tideflex.com

Additional Tideflex® Check Valve benefits are:

- Unaffected by marine growth,
- Closes on entrapped solids,
- Unaffected by sediment buildup or debris,
- Requires VERY LOW head pressures to operate,
- Yields low head loss through the valve,
- Manufactured to specific installation hydraulics.

Let's address each of these benefits:

- **Unaffected by marine growth.** By nature, given enough flexing action, solids will flake from any surface. This flexing action is amplified through the Tideflex® Check Valve's principle of function. With each surge of storm runoff comes the flexing action inhibiting crustacean growth on the valve surface. This point has been proven by hundreds of marine installations.
- **Closes on entrapped solids comparison.** Let's take a look at conventional swing or flap checks. Every flap check WILL get some kind of debris lodged between the gate and the seat. It is only a mater of time, and WHEN is the unknown question. Somehow Murphy's Law manages to hold true and failure comes up at the worst possible time. The resultant scenario produces a FIXED leak path for backflow to migrate. This FIXED path remains constant no matter how high the river level or tide elevation rises. The effect can allow additional sediment build-up within the pipe. Also, less storm water is able to escape from further up stream. The more sediment or back water build-up within the pipe, the less area available for storm runoff. With the gate lodged open, the door is actually wide open for major back flooding if a storm should roll into town! Sounds like complete failure. Either low water with high pipe velocities or maintenance can correct this scenario. Usually when maintenance is performed, some flooding called attention to the problem.

The Tideflex® Check Valve will eliminate potential backflow. Due to the nature of the valve, the Tideflex® Check Valve will collapse around any debris and seal off the backflow. For example, in tidal areas the duckbill lips will collapse tighter and tighter as the tide height increases. The pressure forcing the lips together puts a squeeze effect on any solids build-up. The valve will form around the obstruction until enough runoff flexes the lips open and flushes the material out. Every installation encounters solids. By installing the Tideflex® Check Valve, the element of backflow potential is reduced to the ABSOLUTE minimum!

- **Unaffected by solids or sediment buildup.** There are countless flap check valves that have been installed and are buried in silt accumulation. On storm drainage lines that have very low gradient, suspended solids tend to drop put and build-up in the pipe and outfall structure. The Tideflex® Check Valve performs without complications even when buried in beach sand. The City of Pacifica, CA, has their Tideflex® Check Valve buried during every tide change. When storm runoff comes down the pipe the Tideflex® Check Valve causes the sand to flush out just like a garden hose stuffed into the ground flushes out an escape path. For lack of a better term, the Tideflex® Check Valve bores or flushed out even when buried. This is proven by the Pacifica installation.

- **Requires VERY LOW head pressures to operate.** One of the best features that the Tideflex® Check Valve has to offer is the low head pressure required to open the valve. As little as one inch of water column differential is all that is needed to start draining through the curved bill. A conventional flap or swing check can't even touch this mark!
- **Yields low head loss through the valve.** When pumping costs are critical, the Series 35 performs with less head loss characteristics similar to a venturi. The smooth concentric flow path creates an ideal flow pattern to minimize head loss. Therefore, pumping energy costs are reduced to the very minimum where Tideflex® Check Valves are installed.
- **Manufactured to specific installation hydraulics.** Every installation requires specific hydraulic performance conditions. The Tideflex® Check Valve is designed to be manufactured for the installation's specific needs. By varying the number of reinforcement plies and Durometer of rubber, the Tideflex® Check Valve is matched to each application. All Tideflex® Check Valves incorporate a safety factor 2.5 times the maximum application back pressure call for in the application. For every Tideflex® Check Valve to be manufactured, pipe O.D., I.D., maximum expected back pressure, minimum cracking pressure, and flow rate must be provided. Drawings for customer approval are standard procedure before releasing the order to production. Tideflex Technologies will design, build and hydraulically test the valve before shipping.

All of these safeguards, plus documented proof that the Tideflex® Check Valve performs, has made the Tideflex® Check Valve the only alternative for municipal storm drainage backflow prevention. There are literally thousands of installations through out the world, and the list of customers keeps growing. Tideflex Technologies encourages potential customers to contact users of these unique check valves. In every case, there has not been a dissatisfied customer since the first Tideflex® Check Valve in 1984!

Tideflex Technologies, Inc. ♦ 300 Bilmar Dr. ♦ Pittsburgh, PA 15205 ♦ 412-919-0919 ♦ Fax: 412-919-0918 ♦ Email: info@tideflex.com

Sandra Novoa

From: Michelle Kligman
Sent: Tuesday, November 06, 2012 10:11 AM
To: Sandra Novoa; Roger Carlton
Subject: Discussion Item Nov 13th

Sandra,

At the last Commission meeting, we discussed getting together as a group to follow up on this Commissions priorities. However, we have not set the date. Please make sure that this is included as a discussion item for the Nov. 13th meeting.

Many thanks,
Michelle

Sent from my Verizon Wireless Droid

Town of Surfside
Town Commission Meeting
November 13, 2012
7 p.m.
Town Hall Commission Chambers - 9293 Harding Ave, 2nd Fl
Surfside, FL 33154

DISCUSSION ITEM MEMORANDUM

Title: **Discussion Item Fact Sheet**

Submitted by: Daniel Dietch, Mayor

Objective: To implement a standard format and policy for placing discussion items on the Commission Agenda.

Consideration: During the April 13, 2010 Commission Meeting a Discussion Item Fact Sheet Template was presented for discussion and the administration was directed to use the template for any discussion items placed on the Commission Agenda. The template includes the following information:

Title – The title of the discussion item to be placed on the Commission Agenda.

Submitted by – The name of the elected official or staff submitting the discussion item

Objective – The purpose of and/or objective for requesting a discussion item to be placed on the Commission Agenda.

Consideration – An overview of the basis for requesting the discussion item.

While this template has generally been used, it has been inconsistent. I believe that the use of such a template is appropriate to facilitate constructive discussion amongst Commissioners and the community. As stated more than two years ago, utilizing this approach will allow an opportunity for each elected official, staff, and any other interested party to understand what the discussion item is before the Commission Meeting and to prepare for a meaningful discussion. Accordingly, I am now seeking a formal policy that this template be used as a requirement for any item being placed before the Commission as a discussion item.

Town of Surfside
Commission Communication

Agenda Item #: 9M

Agenda Date: November 13, 2012

Subject: Miami-Dade County Consent Decree Settlement Agreement

Objective: To obtain direction from the Town Commission regarding the Town's position on the Miami-Dade County Consent Decree Settlement Agreement

Background: On September 11, 1995 the United States Government, via the Environmental Protection Agency (EPA) issued a Consent Decree to Miami-Dade County relating to the Sanitary Sewer Collection System (SSCS). In the following years Miami-Dade County has negotiated several iterations of the Consent Agreement, which outlines the County's required steps and process to improve the SSCS conditions and meet the requirements of the EPA's Consent Decree. The Town of Surfside is currently complying with all requirements, physical repairs and data reporting, in the most recent executed Consent Agreement between the Town and Miami-Dade County.

Due to the seventeen year time lapse between the issuance of the Consent Decree and lack of complete compliance from the County and the wholesale users, the EPA now requires that immediate and much more timely action be taken. The revisions to the proposed Consent Agreement between the County and the EPA contain three major elements which impact the Town of Surfside:

1. $1.1 Billion in repairs to existing water and sanitary sewer infrastructure are required to bring the system into compliance. These repairs are estimated to take 10-15 years to complete. The list of proposed projects does not include the Surfside/Bal Harbour/Bay Harbor North Force Main Project as a priority (Attachment 1).
2. Establishing a new sewer tie in allocation system to enforce more stringent permitting requirements and to control development until necessary repairs and upgrades are made.
3. Establish a projected rate increase of 9 percent the first year and a rate increase of 6 percent for the following four years (subject to change) (Attachment 2). We have adequate reserves in the rate stabilization fund to cushion this increase for FY 13/14 if the Town Commission wishes to do so.

Recommended Position: After reviewing the attachments provided in this memo, it is the staff's recommendation that the Town Commission take the following position:

1. Continue to work on ensuring the Surfside/Bal Harbour/Bay Harbor North Force Main Project is listed in the Building Better Communities (BBC) budget as a priority project (Attachment 3).
2. Seek recognition in the Consent Agreement for communities such as Surfside that have invested to reduce the Inflow and Infiltration (I&I) into their SSCS. The improvements Surfside is currently completing are projected to reduce I&I by approximately 20% (Attachment 4). These flow reductions should be rewarded to Surfside in recognition for our efforts.

These steps are necessary to ensure that the Town has a redundant sanitary sewer transmission system. It is important to note that the Town's sewage currently flows almost 7 miles via sewer pump stations (two Town stations, three Miami Beach stations and two County stations). The Town stations are being rebuilt in our current project, the County station is undergoing rehabilitation and the Miami Beach stations are reflected in the NAPOT reports (Attachment 5). The transmission force main line has been replaced by the Town in cooperation with Bal Harbour Village down to 73rd Street in Miami Beach. Through difficult negotiations, the Town Manager was able to convince Miami Beach to replace their force main transmission line from 73rd Street to 68th Street and that project is complete. The transmission line from 68th Street south to the Virginia Key Treatment Facility is a mixture of vintage pipes estimated to be 30+ years old.

The County monitors Surfside's pump station capacity via a Nominal Average Pump Operating Time (NAPOT) report. The sewage pump stations are an on demand system, meaning the pumps will cycle on/off depending on sewage flows. The County utilizes the NAPOT to monitor capacity. The current regulations require the NAPOT to be less than 10.00 hours per reporting period. As you can see in the attached example, Surfside is under the required 10.00 running hours. With the reduction of I&I via the Rehabilitation Project the NAPOT is projected to drop even more below the 10.00 hours maximum running time requirement.

It is important that the Town take the stance that this additional capacity is directly correlated to Surfside's initiative to reduce their I&I and thus the additional capacity allocation should be reserved for the use of the Town and not be reallocated to other municipalities within the service area.

Action Requested:
It is requested that the Town Commission direct staff to impact this process any way possible so that the Town's position stated above is part of the Consent Agreement settlement process and the North Force Main Project remains viable.

Risk Factors:

As a result of the Settlement Agreement there will be a "first come first serve" permit environment established. Any of the current proposed or future developments including, but not limited to, the Surf Club, Chateau, or conversion of retail to restaurant space in the Downtown area could be at risk for not being provided a Sewer Allocation Permit by Miami Dade County thus putting these worthwhile developments at risk.

Department Head

Town Manager

Dawn Hunziker

From: Bill Evans
Sent: Wednesday, November 07, 2012 12:26 PM
To: Dawn Hunziker
Subject: FW: Consent Decree/Capital Plan Projects

For the memo

Bill Evans
Public Works Director
Tel: (305) 861-4863 Ext. 235
Fax:(305) 861-1302

From: Roger Carlton
Sent: Thursday, September 27, 2012 6:37 PM
To: Bill Evans; Ron Wasson; Alfred J. Treppeda; Chris Giordano; edh77@bellsouth.net
Subject: FW: Consent Decree/Capital Plan Projects

FYI for tonight.

From: Yoder, L. Douglas (WASD) [mailto:yoderd@miamidade.gov]
Sent: Thursday, September 27, 2012 2:02 PM
To: Roger Carlton
Cc: Bertha Goldenberg
Subject: Consent Decree/Capital Plan Projects

Roger: The Consent Decree project list, which focuses on failing existing infrastructure, does not provide for a force main to take flow north to the Sunny Isles force main that carries flow from pump station 301 to the North District plant. It does include a project to rehabilitate pump station 301, which is in need of a major overhaul. Our capital plan (just adopted with the FY12-13 budget) does include a project in FY17-18 to install a redundant force main across the Sunny Isles causeway to the North District plant (analysis will be done to determine the most efficient route to provide redundancy for this area). Our preliminary analysis of flows going through pump station 301 through the year 2020 suggests that the existing force main on the Causeway has capacity to take anticipated peak flows through at least 2020. Certainly as we consider a redundant line, we will also be modeling the system to include all anticipated future flows that might impact these basin areas. We welcome Surfside's participation in our meeting tonight (7 PM in the first floor training room at our offices at the Douglas Road train station) and at the wholesale customers meeting on October 25. Thanks.

Douglas Yoder
Deputy Director
Miami-Dade Water and Sewer Department
3071 S.W. 38 Avenue, Suite 519
Miami, Florida 33146

Phone: 786 552-8979
Fax: 786 552-8937
www.miamidade.gov
"Delivering Excellence Every Day"

Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and thus subject to disclosure. All e-mail sent and received is captured by our servers and kept as a public record.

Specific Capital Improvement Project Descriptions

Project Number	Project Name	Project Description	Estimated Project Cost
Sewer Pump Station Systems			$ 102,932,000
5.1	Upgrade of PS#0418	Covert PS# 418 into a booster type station	$ 23,002,000
5.2	Upgrade of PS#0691	Replacement of pumping and electrical equipment	$ 5,773,000
5.3	Upgrade of PS#0692	Replacement of pumping and electrical equipment	$ 5,773,000
5.4	Replacement of Switchgear PS#0414	Replacement of electrical switchgear	$ 1,431,000
5.5	Replacement of Switchgear and Rehabilitation of Wet well PS#0415	Replacement of electrical switchgear and rehabilitation of the wet well to include a odor control unit	$ 4,619,000
5.6	Replacement of Switchgear PS#0416	Replacement of electrical switchgear	$ 1,431,000
5.7	Replacement of Switchgear and Rehabilitation of Wet well PS#0417	Replacement of electrical switchgear and rehabilitation of the wet well to include a odor control unit	$ 3,079,000
5.8	Replacement of Electrical and Mechanical Equipment in PS#0107	Replacement of pumping and electrical equipment	$ 3,849,000
5.9	Replacement of Plumbing and Electrical Equipment at PS#0301	Replacement of pumping and electrical equipment to include generator	$ 4,389,000
5.10	Upgrade of PS#0488	Conversion of pump station to submersible type station	$ 2,862,000
5.11	Installation of 60 inch FM from Kendall Dr to PS#0536	Installation of 60" F/M from Kendall Dr to PS#0537 to eliminate the 42" reduction in the 60" F/M	$ 5,724,000
5.12	Replacement of Switchgear at PS#0187	Replacement of Anvic Drive with VFD	$ 3,434,000
5.13	Refurbish Emergency Generators and Controls at Regional Pump Stations	Refurbish emergency generators and controls at regional pump stations due to parts obsolescence	$ 2,988,000
5.14	Upgrade of PS #0086, 0492	See attached Pump Station Compliance Projects sheet for individual pump station project descriptions.	$ 2,127,000
5.15	Upgrade of PS #0065, 0201, 0334, 0374, 0607	See attached Pump Station Compliance Projects sheet for individual pump station project descriptions.	$ 5,836,000
5.16	Upgrade of PS #00198, 0437, 0466, 0680	See attached Pump Station Compliance Projects sheet for individual pump station project descriptions.	$ 3,806,000
5.17	Upgrade of PS #0037, 0351, 0370	See attached Pump Station Compliance Projects sheet for individual pump station project descriptions.	$ 5,371,000
5.18	Upgrade of PS #0441, 0491, 0710, 0827, 0852, 1236	See attached Pump Station Compliance Projects sheet for individual pump station project descriptions.	$ 7,527,000
5.19	SCADA RTU Upgrades	SCADA RTU upgrades for 635 pump stations due to exisiting RTUs being obsolete and difficulty of locating replacement parts	$ 9,911,000

Specific Capital Improvement Project Descriptions

Project Number	Project Name	Project Description	Estimated Project Cost
Wastewater Collection and Transmission Lines			$ 405,577,000
4.1	Collection System I/I Repairs	Rehab of Collection System (Dig & Replace Mainlines and Laterals, Manhole Replacement, Cured-in-Place Liners and Sectional Liners)	$ 127,781,000
4.2	Government Cut FM - Phase 1& 2 (construction ongoing)	Replace existing portion of 54 inch FM from the water shaft of Phase 1 in Government Cut to mainland Miami Beach	$ 35,187,000
4.3	Government Cut FM - Phase 3	Replace existing portion of 54 inch FM from land shaft of Phase 1 at Fisher Island to CDWWTP at Virginia Key	$ 114,765,000
4.4	North Dade 72 inch PCCP FM Rehabilitation	Rehabilitation of the remaining 3.5 miles of the 72 inch PCCP FM located between NW 17 Ave and NE 10 Ave	$ 23,012,000
4.5	South Dade 54 inch PCCP FM Rehabilitation	Rehabilitation of approximately 2.5 miles of 54 inch PCCP FM from SW 112 Ave and SW 280 St to SW 107 Ave and SW 248 St	$ 18,009,000
4.6	Replacement of Tamiami Canal Aerial Crossing FM's at NW 37th Ave	Replace corroded twin 24 inch FM's crossing the Tamiami Canal at NW 37 Ave, just south of NW 21 St	$ 711,000
4.7	Replacement of 18 inch DIP FM in Miami Lakes	Replace 1 mile of corroded 18 inch DIP FM located at NW 60 Ave and NW 138 St	$ 2,261,000
4.8	Rehabilitation of 54 inch PCCP FM in the City of Miami	Rehabilitate by Cured-in-Place liner approximately 2 miles of 54 inch PCCP FM located on NW 2 St between NW 67 Ave and NW 37 Ave	$ 10,552,000
4.9	Replace Approximately 25 miles of AC force mains	See attached description of individual force mains	$ 50,423,000
4.10	Opa-Locka Airport 48" PCCP force main replacement	Rehabilitation of 2.5 miles of 48" PCCP force main running along the Biscayne Canal between NW 57th Avenue & NW 32 nd Avenue	$ 22,876,000

Specific Capital Improvement Project Descriptions

Project Number	Project Name	Project Description	Estimated Project Cost
Central District WWTP, 3989 Rickenbacker Causeway, Miami, FL 33149			$ 555,304,000
2.1	Electrical Improvements	Rehabilitation and replacement of electrical controls and wiring as needed	$ 26,640,000
2.2	Building improvements	Repairs to maintenance, operations control and administration buildings to include refurbishing of roofs and staff facilities	$ 5,490,000
2.3	Headworks Plant 1	Headworks retrofit to include addition of influent screens and an electrical room with replacement of electrical systems	$ 19,988,000
2.4	Headworks Plant 2	Headworks retrofit to include addition of influent screens and an electrical room with replacement of electrical systems	$ 20,091,000
2.5	Oxygenation Trains Plant 1	Aeration mixers retrofit, structural rehabilitation, and surface coating application	$ 6,501,000
2.6	Oxygenation Trains Plant 2	Aeration mixers retrofit, structural rehabilitation, and surface coating application	$ 14,569,000
2.7	Secondary Clarifiers Plant 1	Structural rehabilitation and replacement of sludge collection mechanisms	$ 4,339,000
2.8	Secondary Clarifiers Plant 2	Structural rehabilitation and replacement of sludge collection mechanisms	$ 6,688,000
2.9	RS Pump Stations Plant 1	replacement of return sludge pump, piping, motor control centers and structural repairs to pump stations	$ 8,328,000
2.10	RS Pump Stations Plant 2	replacement of return sludge pump, piping, motor control centers and structural repairs to pump stations	$ 13,215,000
2.11	Effluent Pump Station	Pump replacement in effluent pump station	$ 9,306,000
2.12	Sludge Thickeners Plant 1	Replacement of thickened sludge pumps, sanitary sewer pumps, HVAC and electrical systems in concentrator pump station. Rehabilitation of concentrator collector mechanisms and structural rehabilitation and coating of concentrators.	$ 10,381,000
2.13	Sludge Thickeners Plant 2	Replacement of thickened sludge pumps, sanitary sewer pumps, HVAC and electrical systems in concentrator pump station. Rehabilitation of concentrator collector mechanisms and structural rehabilitation and coating of concentrators.	$ 9,093,000
2.14	Digesters Plant 1	Complete rehab of sludge digester clusters (roofs, concrete structures, recirculation & transfer pumps, mixers, & electrical systems)	$ 53,959,000
2.15	Digesters Plant 2	Complete rehab of sludge digester clusters (roofs, concrete structures, recirculation & transfer pumps, mixers, & electrical systems)	$ 115,672,000

Specific Capital Improvement Project Descriptions

Project Number	Project Name	Project Description	Estimated Project Cost
South District WWTP, 8950 SW 232 St., Goulds, FL 33170			$ 144,434,000
1.1	Headworks	Routine repairs on existing bar screen mechanisms in headwork structure prior to aerated grit chambers	$ 689,000
1.2	Oxygen Production	Replacement and retrofit of existing air compression units .	$ 7,187,000
1.3	Oxygenation Trains	Aeration mixers retrofit, structural rehabilitation, and surface coating application	$ 16,472,000
1.4	Chlorine Building	Replacement of motor control centers, relocation of electrical panels and roof repairs of old chlorine building where flushing water pumps are to remain.	$ 2,311,000
1.5	Effluent Pump Station	Upgrade of existing obsolete pump control systems, upgrade pumps drives and motors and structural rehabilitation of pump station wet well chambers 2-4.	$ 25,050,000
1.6	Gravity Sludge Thickeners	Replacement of thickened sludge pumps, and electrical systems in concentrator pump station. Rehabilitation of concentrator collector mechanisms and structural rehabilitation and coating of concentrators.	$ 4,822,000
1.7	Digesters and Control Buildings	Rehabilitation or replacement of digester roofs; digester tank cleaning, structural rehabilitation and coating; sludge mixers improvement	$ 45,942,000
1.8	Dewatering Facility	Replace existing interim dewatering building with a new permanent dewatering facility, to include centrifuges, controls, polymer system, structural, mechanical and electrical systems.	$ 15,828,000
1.9	FOG Removal Facility	Separation operations improvements to recently constructed FOG removal facility to aid in conveyance of oils and floating grease to beneficial use option and removal of excess grit and settled solids.	$ 899,000
1.10	Odor Control	Upgrade odor control facilities	$ 7,406,000
1.11	General Electrical	Rehabilitation and replacement of electrical controls and wiring as needed.	$ 11,355,000
1.12	Chlorine Contact Chamber Structural	Structural rehabilitation and coating of chlorine contact chambers 1-4	$ 6,473,000

Specific Capital Improvement Project Descriptions

Project Number	Project Name	Project Description	Estimated Project Cost
North District WWTP, 2575 NE 156 St., North Miami, FL 33160			$ 249,375,000
3.1	Headworks and Sludge Degritting Transfer	Phase 1: Replacement of bar screens with perforated plate screens Phase 2: Upgrade pretreatment buildings for fire code compliance and replacement of primary sludge grit separation	$ 30,910,000
3.2	Primary Clarifiers and Odor Control	Rehabilitation of structural, mechanical and odor control systems	$ 44,713,000
3.3	Oxygenation Trains	Rehabilitation of Aeration Tanks structural, mechanical and electrical systems	$ 24,289,000
3.4	Oxygen Production	Rehabilitation of oxygen plant structural, mechanical and electrical systems	$ 6,420,000
3.5	Secondary Clarifiers	Structural, mechanical and electrical rehabilitation of the secondary clarifiers	$ 72,335,000
3.6	Disinfection	Replacement of chlorine gas storage, liquid chlorination and dosing system with bulk sodium hypochlorite storage and dosing system in the existing chlorine building	$ 17,557,000
3.7	Effluent Disposal	Installation of standby pumps to ensure effluent disposal capacity and structural rehabilitation of ocean outfall pump station wet well	$ 25,672,000
3.8	Plant Wide Electrical	Rehabilitation and replacement of electrical controls and wiring as needed	$ 17,521,000
3.9	Flood Mitigation	Generator and Electrical Building flood mitigation at NDWWTP	$ 4,187,000
3.10	Yard Piping Replacement	Replacement of wastewater piping that interconnects unit processes throughout the plant	$ 4,575,000
3.11	SCADA RTU Upgrades	SCADA RTU upgrades due to exisiting RTUs being obsolete and difficulty of locating replacement parts	$ 1,196,000

Specific Capital Improvement Project Descriptions

Project Number	Project Name	Project Description	Estimated Project Cost
Central District WWTP, 3989 Rickenbacker Causeway, Miami, FL 33149 (continued)			
2.16	Dewatering Building	Construction of a new dewatering facility and sludge cake conveyance system to sludge storage buildings	$ 93,042,000
2.17	Chlorination Facilities	Replacement of chlorine gas storage, liquid chlorination and dosing system with bulk sodium hypochlorite storage and dosing system in separate outdoor structures	$ 16,184,000
2.18	Odor Control Systems	Odor control buildings motor control center replacement including air conditioned electrical rooms. Replacement of odor control chemical pumps, piping, valves and gas stripping tower media.	$ 18,936,000
2.19	Co-Gen Facility	Installation of two new Cogeneration engines, Cogeneration Building improvements, replacement of biogas pipeline and installation o biogas conditioning system.	$ 28,919,000
2.20	Septage Unloading	Construction of a new septage handling station to remove FOG from the main wastewater treatment stream and treat either through digestion or off-site third part facility.	$ 26,575,000
2.21	Pump Station 1	Rehabilitation of pump station odor control system and of bar screen mechanisms	$ 10,924,000
2.22	Pump Station 2	Rehabilitation of pump station odor control system, rehabilitation of bar screen mechanisms, and replacement pump stations flow metering to improve maintenance accessibility	$ 5,189,000
2.23	O2 Plant Process Controls Phase 2	Replacement of process control equipment for existing oxygen production systems either due to equipment failing or being obsolete.	$ 482,000
2.24	Gas Monitoring	Gas monitoring and alarms in hazardous areas	$ 324,000
2.25	Ventilation Improvements	Ventilation Improvements in Hazardous Areas	$ 2,464,000
2.26	Rehabilitation of Walkways and Stairways	Replacement of corroded walkways, stairways, railings, grating throughout the plant	$ 2,477,000
2.27	Oxygen Production	Construction of a new 80 ton/day oxygen production cryogenic tower and air compression unit to provide full redundancy as existing units are near the end of useful life and prone to failure.	$ 25,132,000
2.28	SCADA RTU Upgrades	SCADA RTU upgrades due to exisiting RTUs being obsolete and difficulty of locating replacement parts	$ 396,000
2.29	High Strength Influent Impact Study	Investigation as to the sources of increased TSS and BOD loading experienced at the plant and conceptual solutions to eliminate or mitigate the change in plant influent characteristics	$ -

MEMORANDUM

Agenda Item No.11(A)(24)

TO:	Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners	**DATE:**	November 8, 2012
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Resolution directing County Mayor to identify additional sources of legally available funds in order to expeditiously fund repair and/or replacement of most deteriorated water and sewer infrastructure vulnerable to failure and to report findings to the Board

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Rebeca Sosa and Co-Sponsors Vice Chairwoman Audrey M. Edmonson and Commissioner Barbara J. Jordan.

R. A. Cuevas, Jr.
County Attorney

RAC/smm

MEMORANDUM
(Revised)

TO:	Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners	DATE:	November 8, 2012
FROM:	R. A. Cuevas, Jr. County Attorney	SUBJECT:	Agenda Item No. 11(A)24)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(24)
11-8-12

RESOLUTION NO. _____

RESOLUTION DIRECTING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO IDENTIFY ADDITIONAL SOURCES OF LEGALLY AVAILABLE FUNDS, INCLUDING BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM FUNDS AND CONVENTION DEVELOPMENT TAX FUNDS, IN ORDER TO EXPEDITIOUSLY FUND REPAIR AND/OR REPLACEMENT OF MOST DETERIORATED WATER AND SEWER INFRASTRUCTURE VULNERABLE TO FAILURE AND TO REPORT FINDINGS TO THE BOARD

WHEREAS, the majority of the County's water and sewer infrastructure was constructed in the 1970s such that much of the system has deteriorated and is vulnerable to failure, in large part due to its age, manufacturing flaws in certain water pipes manufactured by Interpace Company, and the corrosive nature of sanitary sewage; and

WHEREAS, the current cost estimate to repair the most deteriorated sections of the County's water and sewer system that are vulnerable to failure is approximately $1.1 billion, of which $364,168,000 is the approximate cost to repair the water system and $736,086,000 to repair the sewer system; and

WHEREAS, improvements to the most deteriorated sections of the water and sewer system vulnerable to failure include: (i) development of additional transmission pipelines, storage tanks and pump stations; (ii) improvements to the County's three regional water treatment plants, the John E. Preston Water Treatment Plant, the Alexander Orr, Jr. Water Treatment Plant and the Hialeah Water Treatment Plant; (iii) repair and/or replacement of those pipes and pump stations at greatest risk of failing; and (iv) necessary repairs and improvements to the County's three regional wastewater treatment plants, the North District Wastewater

3

Treatment Plant at Interama, the Central District Wastewater Treatment Plant at Virginia Key, and the South District Wastewater Treatment Plant at Black Point (collectively, the "Necessary Improvements"); and

WHEREAS, it is in the County's best interest to accelerate the repair and/or replacement of the Necessary Improvements as expeditiously as possible; and

WHEREAS, generally, Necessary Improvements of this type are funded through revenue bonds secured by revenues of the water and sewer system, monies on deposit in the water and sewer system's Renewal and Replacement Fund, and/or available federal and state grants; and

WHEREAS, in order to fund the Necessary Improvements using revenue bonds it is projected that current water and sewer rates and charges would need to increase by 9% in fiscal year 2013-14, and by 6% for each of the three subsequent fiscal years; and

WHEREAS, the County is still recovering from the financial crisis such that significant rate hikes in such a short time would be an economic hardship for many residents; and

WHEREAS, this Board wishes to direct the Mayor or the Mayor's designee to identify additional sources of legally available revenues, including Building Better Communities General Obligation Bond program funds and convention development tax funds, to fund a portion of the Necessary Improvements so as to allow for a more gradual hike of water and sewer rates and thereby mitigating the financial impact to the County's residents,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board hereby directs the County Mayor or the County Mayor's designee to identify additional sources of legally available funds, including but not limited to,

Building Better Communities General Obligation Bond program funds and convention development tax funds, to fund a portion of the Necessary Improvements. A report utilizing such additional sources of funds and other legally available funds in a plan of finance that results in a gradual projected rate increase over the next several fiscal years shall be prepared and presented by the Mayor or his designee to the Board within ninety (90) days from the effective date of this Resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Rebeca Sosa and the Co-Sponsors are Vice Chairwoman Audrey M. Edmonson and Commissioner Barbara J. Jordan. It was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

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The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of November, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. GBK

Geri Bonzon-Keenan

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Att. #3

Attachment "3"

Dawn Hunziker

From: Heyman, Sally A. (DIST4) <HEYMAN@miamidade.gov>
Sent: Friday, November 02, 2012 2:04 PM
To: Roger Carlton; Amador, Margaret (DIST4)
Cc: ddietch@ch2m.com; rwasson@bayhorborislands.net; atreppeda@balharbour.org; Bill Evans; cgiordano@calvin-giordano.com; Lynn Dannheisser
Subject: Re: WASD

Margie: I agree w/ request and suggested language. Please have county attorney prepare " language" for BCC, for me to offwer as a "friendly amendment". Sally
SAH

From: Roger Carlton [mailto:RCarlton@townofsurfsidefl.gov]
Sent: Thursday, November 01, 2012 12:08 PM
To: Heyman, Sally A. (DIST4)
Cc: Daniel Dietch (ddietch@ch2m.com) <ddietch@ch2m.com>; rwasson@bayhorborislands.net <rwasson@bayhorborislands.net>; Alfred J. Treppeda <atreppeda@balharbour.org>; Bill Evans <BEvans@townofsurfsidefl.gov>; Chris Giordano <cgiordano@calvin-giordano.com>; Lynn Dannheisser <ldannheisser@townofsurfsidefl.gov>
Subject: FW: WASD

Sally, we are very concerned that the north force main project for Bal Harbour and Surfside will somehow fall off the Building Better Communities page in this proposed legislation. Could you please add the following language in the appropriate location. "Any Building Better Communities water and/or sewer project in which a municipality has put forth an innovative financing plan shall not be adjusted as to priority in this analysis and in fact, shall be accelerated if possible. Further, the analysis requested of the Mayor shall include the implication for any recommended adjustments in dollars or timing in the Building Better Communities Bonds as to allocation of water and sewer permits for new or updated construction projects. Said analysis shall be done in a format the clearly demonstrates how the proposed adjustments impact the construction industry and job creation."

Sally, in brief summary, the request of the Mayor by the BCC is incomplete as it only deals with finding money. The implication of any adjustments needs to be analyzed so that fully a informed decisions can be made. Please call me if any clarification is needed or schedule a meeting with the appropriate WASD and Mayor's Office people to resolve our issue once and for all. Thanks.

From: Daniel.Dietch@CH2M.com [mailto:Daniel.Dietch@CH2M.com]
Sent: Wednesday, October 31, 2012 5:29 PM
To: Roger Carlton
Subject: WASD

Let's make sure that the following item excludes the allocation identified for Surfside north force main:

11A24

121982	**Resolution**	**Rebeca Sosa, Prime Sponsor** **Audrey M. Edmonson, Co-Sponsor** **Barbara J. Jordan, Co-Sponsor**

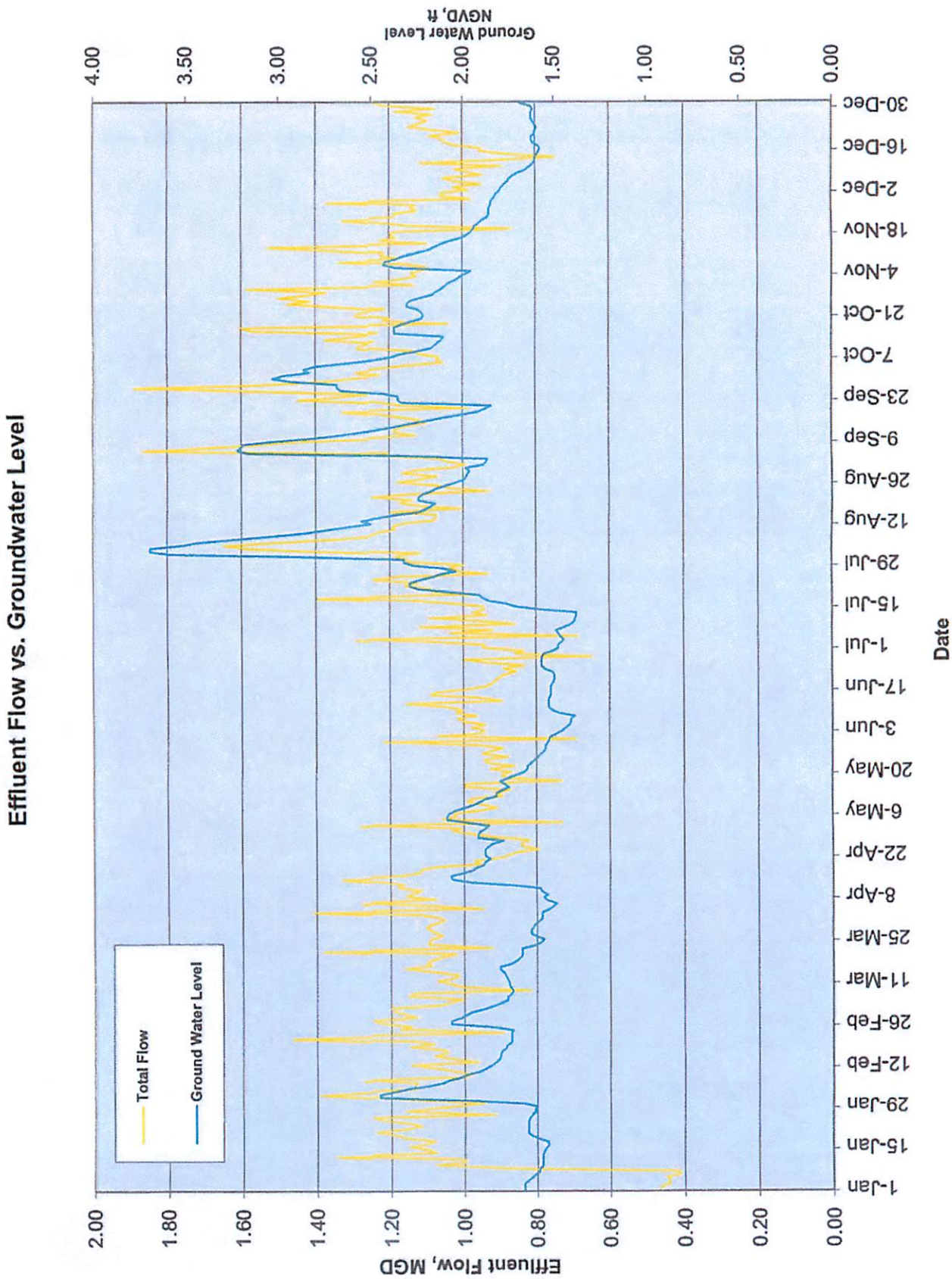
RESOLUTION DIRECTING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO IDENTIFY ADDITIONAL SOURCES OF LEGALLY AVAILABLE FUNDS, INCLUDING BUILDING

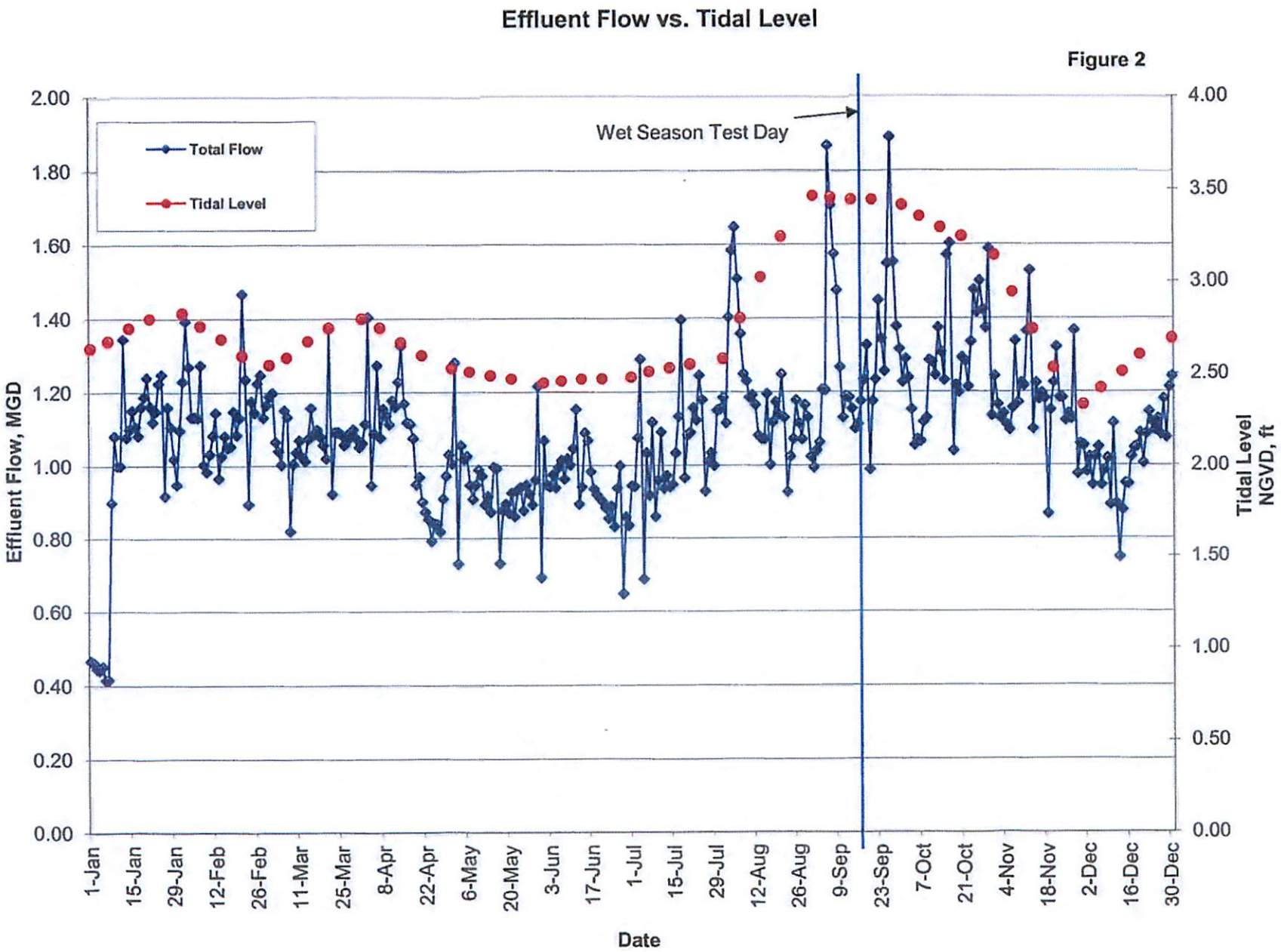
PDF

BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM FUNDS AND CONVENTION DEVELOPMENT TAX FUNDS, IN ORDER TO EXPEDITIOUSLY FUND REPAIR AND/OR REPLACEMENT OF MOST DETERIORATED WATER AND SEWER INFRASTRUCTURE VULNERABLE TO FAILURE AND TO REPORT FINDINGS TO THE BOARD

10/17/2012 *Forwarded to BCC with a favorable recommendation by Infrastructure and Land Use Committee Passed 4 - 0*

NOTE: Florida Public Records Law provides that most written communications to or from Municipal employees regarding town business are public records, available to the public and media upon request. Therefore, this e-mail message may be subject to public disclosure.


Effluent Flow vs. Groundwater Level
Total Flow
Ground Water Level
Effluent Flow, MGD
Ground Water Level NGVD, ft
Date
2.00
1.80
1.60
1.40
1.20
1.00
0.80
0.60
0.40
0.20
0.00
4.00
3.50
3.00
2.50
2.00
1.50
1.00
0.50
0.00
1-Jan
15-Jan
29-Jan
12-Feb
26-Feb
11-Mar
25-Mar
8-Apr
22-Apr
6-May
20-May
3-Jun
17-Jun
1-Jul
15-Jul
29-Jul
12-Aug
26-Aug
9-Sep
23-Sep
7-Oct
21-Oct
4-Nov
18-Nov
2-Dec
16-Dec
30-Dec


Effluent Flow vs. Tidal Level
Figure 2
Total Flow
Tidal Level
Wet Season Test Day
Effluent Flow, MGD
Tidal Level NGVD, ft
Date
2.00
1.80
1.60
1.40
1.20
1.00
0.80
0.60
0.40
0.20
0.00
4.00
3.50
3.00
2.50
2.00
1.50
1.00
0.50
0.00
1-Jan
15-Jan
29-Jan
12-Feb
26-Feb
11-Mar
25-Mar
8-Apr
22-Apr
6-May
20-May
3-Jun
17-Jun
1-Jul
15-Jul
29-Jul
12-Aug
26-Aug
9-Sep
23-Sep
7-Oct
21-Oct
4-Nov
18-Nov
2-Dec
16-Dec
30-Dec

* Provided by Ed Hernandez 11/7/12 Wednesday

Attachment "5"

CERTIFICATION OF

NOMINAL AVERAGE PUMP OPERATING TIME

(NAPOT)

MONTHLY SUMMARY REPORT

September 2012

DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES

MIAMI-DADE COUNTY - FLORIDA

MIAMI-DADE COUNTY

Sanitary Sewer Pump Stations Database

Pump Station Certification
SEPTEMBER 2012

Station Number	Address	Moratorium Code	# of Pumps	Reported NAPOT	Projected NAPOT	AADF	Reserved Flow	Available Capacity
Utility Code: 02 - CITY OF MIAMI BEACH								
0001	1051 JEFFERSON AVENUE	OK	4	3.92	5.21	0	980,556	0
0002	16 WEST STAR ISLAND DR	OK	4	3.05	3.28	0	9,260	0
0004	S HIBISCUS DR / W PALM MIDWAY	OK	2	6.82	6.90	0	1,760	0
0005	PALM AVE / NORTH COCONUT	OK	2	7.21	7.34	0	980	0
0006	SAN MARKO ISLAND. M.B.	OK	2	2.25	2.37	0	1,600	0
0007	DE LIDO ISLAND, M.B.	OK	2	2.16	2.21	0	860	0
0008	RIVO ALTO ISLAND, M.B.	OK	2	4.00	4.11	0	1,510	0
0010	29 ISLAND AVE	OK	3	1.59	1.65	0	5,410	0
0011	17 ST / WASHINGTON AVE	OK	3	2.23	2.88	0	189,908	0
0013	2204 SUNSET DR (MIAMI BEACH)	OK	2	3.95	4.00	0	650	0
0014	SUNSET ISLAND #2 M.B.	OK	2	3.97	4.04	0	1,620	0
0015	51 ST / LA GORCE DR	OK	2	3.60	3.67	0	8,108	0
0018	6560 PINE TREE LN	AM	2	2.37	2.38	0	100	0
0019	69 ST / INDIAN CREEK DR	OK	2	3.63	4.84	0	257,103	0
0021	71 ST / INDIAN CREEK DR	OK	2	3.13	3.23	0	19,458	0
0022	NORMANDY SHORES GOLF COURSE-NORMANDY IS	OK	2	3.28	3.44	0	9,283	0
0023	75 ST / DICKENS AVE	OK	2	6.13	6.24	0	23,511	0
0024	81 ST / HAWTHORNE AVE	OK	2	3.71	3.73	0	2,730	0
0027	54 ST / COLLINS AVE	OK	2	2.87	3.53	0	118,011	0
0028B	28 ST / PINE TREE DR	OK	3	2.56	3.40	0	1,024,249	0
0028L	28 ST / PINE TREE DR	OK	3	3.83	4.47	0	340,684	0
Total Reported Stations: 25								

Sanitary Sewer Pump Stations Database

Pump Station Certification
SEPTEMBER 2012

Station Number	Address	Moratorium Code	# of Pumps	Reported NAPOT	Projected NAPOT	AADF	Reserved Flow	Available Capacity
Utility Code: 02 - CITY OF MIAMI BEACH								
0029B	63 ST / INDIAN CREEK DR	OK	4	2.32	2.79	0	554,492	0
0029L	63 ST / INDIAN CREEK DR	OK	4	0.71	1.44	0	161,274	0
0030	111 MACARTHUR CWY	OK	4	0.43	0.43	0	0	0
0031	3 ST / EUCLID AVE	OK	6	2.43	3.80	0	307,788	0
Total Reported Stations: 25								

Sanitary Sewer Pump Stations Database

Pump Station Certification
SEPTEMBER 2012

Station Number	Address	Moratorium Code	# of Pumps	Reported NAPOT	Projected NAPOT	AADF	Reserved Flow	Available Capacity
Utility Code: 14 - TOWN OF SURFSIDE								
0001	LOT 1, BL10 ALTOS DEL MAR CARL.BYRON AV	OK	2	8.01	8.35	0	24,178	0
0002	LOT 1, BL 16 NORMANDY BEACH EMERSON/DIC	OK	2	4.79	4.80	0	350	0
Total Reported Stations: 2								

Sanitary Sewer Pump Stations Database

Pump Station Certification
SEPTEMBER 2012

Station Number	Address	Moratorium Code	# of Pumps	Reported NAPOT	Projected NAPOT	AADF	Reserved Flow	Available Capacity
Utility Code: 30 - UNINCORPORATED DADE COUNTY								
0001	390 NW NORTH RIVER DR	OK	8	6.54	7.15	0	3,389,549	0
0002	925 BISCAYNE BLVD	OK	5	3.77	5.00	0	1,768,156	0
0004	65 SE 25 RD	OK	3	2.88	2.90	0	3,747	0
0005	740 NE 55 TERR	OK	2	4.77	4.83	0	5,810	0
0006	500 NE 77 ST	OK	3	7.31	7.74	0	104,153	0
0007	621 NW 14 ST	OK	2	6.67	6.84	0	10,979	0
0008	1109 BRICKELL AVE	OK	2	4.70	6.78	0	648,286	0
0009	2202 SW 26 LN	CM	3	11.05	11.14	0	28,130	0
0010	1055 NW 23 AVE	OK	3	5.46	5.53	0	7,568	0
0011	3698 SW 28 ST	CM	2	10.43	10.65	0	38,939	0
0012	NW 7 AVE & NW 79 ST	IN	2	999.99	1,001.02	0	65,681	0
0013	NW 32 AVE & NW 76 ST	OK	2	0.01	0.03	0	191	0
0014	8340 NW 54 ST	OK	2	8.84	9.61	0	50,604	0
0016	2190 SW 19 ST	OK	3	9.81	9.84	0	7,569	0
0017	6250 NW 24 AVE	OK	2	3.07	3.26	0	11,607	0
0018	2195 NW 51 TERR	OK	2	6.44	6.77	0	20,660	0
0019	2201 NW 70 AVE	OK	3	2.42	2.47	0	9,724	0
0020	1570 NW 7 ST	OK	2	6.45	6.65	0	7,381	0
0021	4265 LAKE RD	CM	2	11.68	11.68	0	0	0
0022	7440 NW 31 ST	OK	2	6.14	6.19	0	2,412	0
0023	3500 PAN AMERICAN WAY	OK	2	0.09	0.09	0	0	0
Total Reported Stations: 1,029								

Sanitary Sewer Pump Stations Database

Pump Station Certification
SEPTEMBER 2012

Station Number	Address	Moratorium Code	# of Pumps	Reported NAPOT	Projected NAPOT	AADF	Reserved Flow	Available Capacity
Utility Code: 30 - UNINCORPORATED DADE COUNTY								
0026	8901 FONTAINBLEAU BLVD	OK	2	9.62	9.62	0	176	0
0027	9401 FONTAINBLEAU BLVD	OK	2	8.14	8.18	0	3,758	0
0028	800 NW 87 AVE	OK	2	4.96	4.96	0	0	0
0029	7898 NE 1 AVE	OK	2	5.67	5.67	0	0	0
0032	2703 SW 8 ST	CM	2	10.94	10.95	0	40	0
0033	2701 SW 16 TERR	OK	2	4.59	4.62	0	540	0
0034	2701 SW 21 TERR	OK	2	6.60	6.62	0	412	0
0035	NE 81 ST / NE 4 PL	OK	2	2.14	2.15	0	530	0
0037	5397 NW 10 AVE	CM	2	26.82	26.82	0	0	0
0038	4846 NW 7 AVE	OK	2	2.25	2.39	0	2,100	0
0041	711 NW 78 ST	OK	2	6.45	6.46	0	259	0
0042	646 NW 23 ST	OK	3	5.60	5.75	0	18,110	0
0044	400 NE 67 ST	OK	2	4.01	4.18	0	11,919	0
0045	1100 NW 14 ST	OK	2	2.88	2.88	0	55	0
0046	NE 9 AVE / NE BELLE MEADE ISL DR	AM	2	43.75	43.79	0	350	0
0047	8109 NE 3 PL	OK	2	4.76	4.77	0	350	0
0048	5400 NW 3 AVE	OK	3	2.00	2.16	0	51,369	0
0049	928 NE 83 ST	OK	2	4.40	5.05	0	97,038	0
0050	SW 19 ST / SW 13 AVE	OK	2	1.81	1.84	0	1,177	0
0051	762 NE 71 ST	OK	2	8.49	8.49	0	0	0
0052	595 NE 66 ST	OK	2	6.22	6.28	0	4,877	0
Total Reported Stations: 1,029								

Sanitary Sewer Pump Stations Database

Pump Station Certification
SEPTEMBER 2012

Station Number	Address	Moratorium Code	# of Pumps	Reported NAPOT	Projected NAPOT	AADF	Reserved Flow	Available Capacity
Utility Code: 30 - UNINCORPORATED DADE COUNTY								
0053	3501 HUGHES COVES RD	OK	2	2.27	3.25	0	5,896	0
0054	1661 NW 15 ST RD	OK	4	14.70	15.08	0	242,250	0
0055	606 NW 13 AVE	OK	2	5.59	5.61	0	3,521	0
0056	700 SW 23 AVE	OK	2	5.37	5.40	0	3,075	0
0057	1225 VENETIAN CSWY	CM	2	18.98	19.03	0	1,100	0
0058	930 VENETIAN CSWY	OK	2	4.74	4.76	0	1,330	0
0059	3725 SW 3 AVE	CM	2	14.02	14.04	0	500	0
0060	1 RICKENBKR CSWY	OK	2	0.62	0.74	0	1,753	0
0061	1197 SW 10 AVE	OK	2	6.04	6.06	0	320	0
0062	7100 NE 2 AVE	OK	2	7.86	8.06	0	44,220	0
0063	2220 NW 1 ST	OK	2	2.52	2.52	0	0	0
0064	2 BAYSHORE DR / HALLISSEE ST	OK	2	3.47	3.52	0	1,780	0
0065	3385 CRYSTAL CT	CM	2	12.44	12.46	0	580	0
0066	NATOMA ST & WA-KEE-NA DR.	OK	2	3.36	3.36	0	0	0
0067	3251 KIRK ST	CM	2	11.17	11.23	0	2,652	0
0068	3360 SW 27 AVE	OK	2	5.46	5.50	0	1,488	0
0069	2201 NW 14 ST	CM	3	11.07	11.69	0	38,121	0
0070	2680 NW 18 TERR	OK	2	0.83	0.83	0	0	0
0071	1070 NW 20 AVE	OK	2	8.51	9.69	0	28,221	0
0072	1400 NW 61 ST	OK	3	5.75	9.21	0	70,637	0
0073	NW 23 ST / NW 30 AVE	OK	2	1.18	1.42	0	5,118	0
Total Reported Stations: 1,029								

Town of Surfside
Town Commission Meeting
November 13, 2012
7 p.m.
Town Hall Commission Chambers - 9293 Harding Ave, 2nd Fl
Surfside, FL 33154

DISCUSSION ITEM MEMORANDUM

Title: Red Cross Donation

"Hurricane Sandy"

Approve a donation/contribution to the American Red Cross for the victims of the storm that has devastated much of the northeast.

I am suggesting an amount between $100.00 - $500.00

Thank you for your consideration,

Joe Graubart