

RESOLUTION NO. 14 - 2265

**A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, AWARDED A CONTRACT FOR PROFESSIONAL GENERAL ENGINEERING SERVICES BY CALVIN, GIORDANO & ASSOCIATES, INC. ("CGA") TO ACT AS THE TOWN'S ENGINEERING FIRM TO PROVIDE PROFESSIONAL GENERAL ENGINEERING SERVICES PER THE REQUEST FOR QUALIFICATIONS NO. 2014-002 (THE "RFQ") ATTACHED HERETO AS ATTACHMENT "A"; PROVIDING FOR IMPLEMENTATION AND AUTHORIZATION 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 engineering firm (Request for Qualifications to Provide Professional General Engineering Services issued: February 14, 2014) ("RFQ 2014-002"); and

**WHEREAS**, twelve firms responded to said RFQ and after reviewing all twelve submittals, the Selection Committee arrived at a short list of five firms, and

**WHEREAS**, the Town has considered the proposals submitted in response to the RFQ and has determined Calvin, Giordano & Associates, Inc. ("CGA") is the lowest most responsible and responsive bidder in accordance with the applicable codes and ordinances of the Town; and

**WHEREAS**, on July 8, 2014, the Town Commission adopted Resolution No. 14-2245, and authorized the Town Manager to enter into contract negotiations with Calvin, Giordano and Associates, Inc. as the top ranked and most qualified firm to provide general engineering services as outlined in the RFQ No. 2014-002.

**WHEREAS**, CGA has agreed to enter into the Agreement attached hereto as Attachment "A" with the Town to perform professional general engineering services for engineering related work which may include, but 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, responses to request for information and services during construction); and bid administration (selection and letting) (Professional Services"); 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 Attachment "A" with CGA to perform the professional general engineering services as set forth therein.

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. Approval and Authorization.** The Agreement, attached hereto as Attachment "A" between the Town and Calvin, Giordano & Associates, Inc. is hereby approved, and the Town Mayor and the Town Manager are hereby authorized to execute the Agreement, on behalf of the Town.

**Section 3. Implementation and Authorization.** 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.

**Section 4. Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 9<sup>th</sup> day of September, 2014.

Motion by Commissioner Karukin,

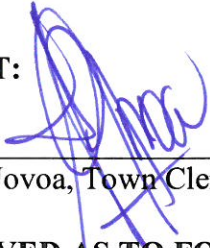
Second by Commissioner Olchyk.

**FINAL VOTE ON ADOPTION**

Commissioner Barry Cohen	Yes
Commissioner Michael Karukin	Yes
Commissioner Marta Olchyk	Yes
Vice Mayor Eli Tourgeman	Yes
Mayor Daniel Dietch	Yes

  
\_\_\_\_\_  
Daniel Dietch, Mayor

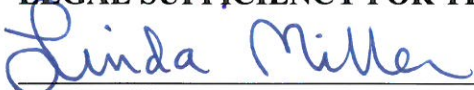
**ATTEST:**



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Sandra Novoa, Town Clerk

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



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Linda Miller, Town Attorney

**ATTACHMENT "A"**

**AGREEMENT**

**BETWEEN THE**

**THE TOWN OF SURFSIDE, FLORIDA**

**AND**

**CALVIN, GIORDANO & ASSOCIATES, INC.**

**FOR**

**PROFESSIONAL GENERAL ENGINEERING SERVICES**

**RFQ NO. 2014-002**

This Agreement, is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Town of Surfside, a Florida municipal corporation ("TOWN"), and Calvin, Giordano & Associates, Inc. ("CONSULTANT") for Professional General Engineering Services ("Agreement"). References in this Agreement to "Town Manager" shall be meant to include his designee.

**WITNESSETH:**

WHEREAS, the TOWN, pursuant to Section 287.055, Florida Statutes, solicited proposals from CONSULTANTS to perform Professional General Engineering Services ("Services"); and

WHEREAS, proposals were evaluated and ranked by a Selection Committee; and

WHEREAS, the Town Commission has selected the CONSULTANT to perform Services on an on-going, as needed basis, and at the sole discretion of the Town; and

WHEREAS, on July 8, 2014, the TOWN enacted Resolution No. 14-2245, which ratified the ranking of the Proposals and authorized the Town Manager to execute an Agreement with the CONSULTANT; and

WHEREAS, TOWN and CONSULTANT desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

**SECTION 1  
GENERAL INFORMATION**

- 1.1 This Agreement is based on the General Information set forth herein and incorporates the Request for Qualifications for Professional General Engineering Services ("RFQ"), attached hereto and made a part hereof, as Exhibit A; the CONSULTANT's Scope, attached hereto and made a part hereof as Exhibit B; and the Compensation Schedule, attached hereto and made a part hereof as Exhibit C, C.1 and C.2.

**Scope of Services:** CONSULTANT shall provide Professional General Engineering Services for studies, planning, design, construction engineering and inspection of miscellaneous engineering projects to include but not limited to projects in the following areas: water distribution infrastructure; wastewater collection infrastructure; roadway improvements; stormwater infrastructure; capital improvement projects; traffic engineering; electrical engineering and other miscellaneous engineering related projects as outlined in Exhibit A.

**TOWN's Authorized Representative:** The Town Manager or his designee.

- 1.2 The TOWN will provide a Request for Quotation based on a scope of work. The scope of work of the desired service shall be determined by the TOWN. CONSULTANT'S proposal for the scope of work shall further define the scope of work, project timing, fees, and reimbursables. The CONSULTANT'S proposal, including schedule, detailed scope of work, fees, reimbursables, and sub-consultants will be approved, rejected, or negotiated by the TOWN.
- 1.3 CONSULTANT shall obtain a signed Work Authorization prior to commencement of Services. Town shall not be responsible for payment for any work done without a signed Work Authorization.
- 1.4 If Work Authorization is approved or not approved, the TOWN shall not be responsible for CONSULTANT'S cost related to the preparation and submittal of scope of work proposals.

**SECTION 2  
CONSULTANT'S RESPONSIBILITIES**

- 2.1 The CONSULTANT shall provide the professional services as set forth in this Agreement and Exhibits thereto.
- 2.2 The CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by CONSULTANTS practicing in the same or similar locality under the same or similar circumstances. The CONSULTANT shall perform services as expeditiously as is consistent with such professional skill and care and orderly progress of the Project.
- 2.3 The CONSULTANT shall identify a representative authorized to act on behalf of the CONSULTANT with respect to the Project.

- 2.4** The CONSULTANT shall maintain the following insurance for the duration of this Agreement, the cost of which shall be included in the CONSULTANT's compensation.

The policies of insurance shall be primary and written on forms acceptable to the TOWN and placed with insurance carriers licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than **"A- Excellent: FSC VII."** In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the TOWN. The TOWN must approve any changes to these specifications.

Professional Liability - \$2,000,000 Per Occurrence  
General Liability - \$1,000,000 Per Occurrence; \$2,000,000 General Aggregate  
Automobile Liability - \$1,000,000 Per Occurrence  
Workers Compensation - Statutory

The Town of Surfside shall be named as additional insured, as their interests may appear on policies for General Liability and Automobile Liability. As respects General Liability coverage, the Additional Insured status of the TOWN shall be maintained for this Project for not less than five (5) years following completion and acceptance by the TOWN or no more restrictive than Insurance Services Office (ISO) form CG 20 37 (07 04). Waiver of subrogation in favor of the Town of Surfside is required on all policies except Workers' Compensation.

The CONSULTANT is responsible for the Workers' Compensation of any and all subcontractors, including leased employees, used by the CONSULTANT. Evidence of workers' compensation insurance coverage for all subcontractors, including leased employees, must be submitted prior to any work being performed.

**2.4.1 Policy form:**

All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the TOWN, are to be written on an occurrence basis, shall name the Town of Surfside as Additional Insured during the Agreement and for a minimum of five (5) years following the end of the Agreement (include wording on Certificate). Insurer(s), with the exception of Workers' Compensation, shall agree to waive all rights of subrogation against the Town of Surfside.

- 2.4.2** Insurance requirements itemized in this contract and required of the CONSULTANT shall be provided on behalf of all sub-consultants to cover their operations performed under this Agreement. The CONSULTANT shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

- 2.4.3** Each insurance policy required by this Agreement shall:

A. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability

B. Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the TOWN, except the cancellation notice period for non-payment of premiums for Workers' Compensation notice shall be 10 days.

- 2.4.4 The Town of Surfside shall retain the right to review, at any time, coverage, form, and amount of insurance.
- 2.4.5 The procuring of required policies of insurance shall not be construed to limit CONSULTANT's liability nor to fulfill the indemnification provisions and requirements of this Agreement.
- 2.4.6 The CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.
- 2.4.7 Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this Agreement are to be furnished to Town of Surfside, 9293 Harding Avenue, Surfside, FL 33154, prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by the TOWN before the CONSULTANT will be allowed to commence or continue work. All insurance carriers must have their corresponding AM Best carrier ID listed on the Certificate of Insurance (COI).
- 2.4.8 Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement, shall be provided to the CONSULTANT's/ Sub/Consultant's insurance company and Risk Management as soon as practicable after notice to the insured.
- 2.4.9 The insurance required for this Agreement shall be written for not less than limits of liability specified in the Project Manual or required by law, whichever coverage is greater. The CONSULTANT shall furnish information concerning reduction of coverage with reasonable promptness in accordance with the CONSULTANT's information and belief.

## 2.5 Errors and Omissions

The CONSULTANT shall be responsible for technically deficient designs, reports, or studies due to his errors and omissions, and shall promptly correct or replace all such deficient design work due to his errors and omissions without cost to TOWN upon the request of the TOWN for five years after the date of acceptance of the SERVICES by the TOWN, when judged to have been in error by a court of competent jurisdiction. CONSULTANT shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs.

Payment in full by the TOWN for work performed does not constitute a waiver of this provision.

## **2.6 CONSULTANT'S Basic Services**

CONSULTANT agrees to provide complete Professional Engineering services in accordance with all applicable federal, state, county and TOWN, laws, codes ordinances and regulations. CONSULTANT shall maintain an adequate staff of qualified personnel on the Work at all times to ensure its performance as specified in the Agreement.

When submitting documents to the TOWN, the CONSULTANT shall also submit the applicable invoice and backup, fee shall include three (3) hard copies and documents in an electronic format in WORD, EXCEL, PDF and AutoCAD latest versions.

CONSULTANT may be required to perform all or some of the services presented in this Agreement, depending on the needs of the TOWN for a particular Project. CONSULTANT shall furnish, as Basic Services, comprehensive professional services for the Projects including, but not limited to those described herein.

### **2.6.1 Study and Report Phase**

- a. Identify and analyze requirements of governmental authorities having jurisdiction to approve portions of the Project.
- b. Evaluate various alternate solutions available to the TOWN if described in the Request for Quotation. After consultation with the TOWN, recommend to TOWN those solutions which, in CONSULTANT'S professional judgment, best meet TOWN'S requirements for the Project.
- c. A Statement of Probable Construction Cost, prepared in Construction Standard Index (CSI) format, to include a summary of the estimated project cost. Such summary shall be in sufficient detail to identify the costs of each element and include a breakdown of the fees, general conditions and construction contingency. Such evaluation shall comprise a brief description of the basis for estimated costs per each element and similar project unit costs. Costs shall be adjusted to the projected bid date.

Recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds, in the event that the Statement of Probable Construction Costs exceeds allocated funds, the CONSULTANT shall update its documentation, at no additional cost to the TOWN, to reflect this reduced scope.

Any "Statement of Probable Construction Costs" prepared by CONSULTANT represents a reasonable estimate of cost in CONSULTANT's best judgment as a professional familiar with the local construction industry, industry recognized



publications, historical price lists, or services estimating the current cost of comparable construction in South Florida.

- d. The Project Development Schedule shall show the proposed completion date of each task of the Project through design, bidding, and post design services.
- e. For purpose of payment to the CONSULTANT, services under the Study and Report Phase will be considered complete when the Study or Report has been accepted by the TOWN as complete, which acceptance will not be unreasonably withheld.

### **2.6.2 Preliminary Design Phase**

- a. On the basis of selection by the TOWN of the recommended solution, or modified solution agreed upon by TOWN and CONSULTANT, prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
- b. Based on the information contained in the Preliminary Design documents provide an updated Statement of Probable Construction Cost. If Statement of Probable Construction Cost exceeds allocated funds, CONSULTANT shall prepare recommendations for reducing the scope in order to bring the estimated costs within allocated funds. CONSULTANT shall update its documentation, at no additional cost to the TOWN, to reflect this reduced scope.
- c. Furnish Preliminary Design documents to and review them with the TOWN within the stipulated period indicated in the Work Authorization and proposal.
- d. TOWN reserves the right to conduct a Peer Review of the project documents at any design stage. Cost of such a Peer Review would be borne by TOWN. Any findings as a result of said Peer Review would be addressed by CONSULTANT, and if requested by TOWN, would be incorporated into the design documents, at no additional cost to TOWN.
- e. For the purpose of payment to the CONSULTANT, services under the Preliminary Design Phase will be considered complete when the Preliminary Design documents have been accepted by the TOWN as complete.

### **2.6.3 Final Design/Construction Documents Phase**

- a. If the Project involves construction or demolition, the CONSULTANT shall prepare, from the approved Preliminary Design, modifications or changes, and Construction Documents consisting of working drawings and specifications setting forth in detail the work required for the civil, structural, mechanical, electrical, site, and other work, and the necessary bidding information, general conditions, supplementary conditions and proposal

forms. The CONSULTANT shall submit to the TOWN one (1) electronic set of all documents and three (3) copies of the Construction Documents, and a further revised Statement of Probable Construction Cost.

- b. CONSULTANT shall include in Construction Documents a requirement that Construction Contractor provide a final survey of the project by a Registered Surveyor, and provide marked up construction drawings to CONSULTANT so the CONSULTANT can prepare and deliver to the TOWN the record drawings in the form required by the TOWN.
- c. Prior to final approval of the Construction Documents by the TOWN, the CONSULTANT shall conduct a preliminary check of any work products to insure compliance with requirements of applicable agencies from which a permit or other approval is required.
- d. CONSULTANT shall file and follow-up for all permits at the earliest practicable time during the design phase, the necessary portions of the Construction Documents for approval by applicable authorities having jurisdiction over the Project by law or contract with the TOWN, and shall assist in obtaining any such applicable certifications of permit approval by such authorities prior to approval by the TOWN of the final set and printing of the Construction Documents. The CONSULTANT shall promptly advise the TOWN of any substantial increases in costs set forth in the Statement of Probable Construction Cost that in the opinion of the CONSULTANT is caused by the requirement(s) of such.
- e. CONSULTANT shall prepare all support documents to accompany any necessary permit applications. In addition to the required sets of bid documents, CONSULTANT shall provide, and fee shall include, all necessary sets of sealed plans for permit applications. CONSULTANT shall respond to all technical questions from regulatory agencies. CONSULTANT shall modify, at no additional cost to the TOWN, Construction Documents in order to acquire the necessary permits.
- f. Should any component of the design or report not meet applicable regulations or codes in effect at the time of completion of design, the CONSULTANT shall redesign with no additional cost to the TOWN.
- g. Designing to Construction Cost Limit - If a Construction Cost Limit is established by the TOWN, such Construction Cost Limit will be set forth in the Work Authorization to the CONSULTANT. The written acceptance by the TOWN at any time during the Basic Services of a written Statement of Probable Construction Cost in excess of the then established Construction Cost Limit will constitute a corresponding increase in the Construction Cost limit.
- h. The CONSULTANT shall signify his responsibility for the Construction Documents prepared pursuant to this AGREEMENT by affixing his signature, date and seal thereto as required by Chapters 471 and 481, Florida Statutes.

- i. When submitting documents to the TOWN, the CONSULTANT shall also submit and fee shall include three (3) hard copies and documents in an electronic format in WORD, EXCEL, PDF and AutoCAD latest versions.
- j. CONSULTANT'S services under the Construction Document Phase will be considered complete when the bid documents are delivered to and accepted by the TOWN, and finally complete when the CADD drawings in .DXF format are delivered to and accepted by the TOWN.

#### **2.6.4 Bidding Phase**

- a. The CONSULTANT shall attend all pre-bid conferences, prepare and distribute minutes.
- b. The CONSULTANT shall prepare Addenda as appropriate to clarify, correct, or change Bid Documents
- c. If Pre-Qualification of bidders is required as set forth in the Request for Quotation, CONSULTANT shall assist TOWN in developing qualification criteria, review qualifications of prospective bidders, and recommend acceptance or rejection of the prospective bidders
- d. CONSULTANT shall evaluate bids and bidders, and provide recommendations to the TOWN.
- e. Should the lowest responsible, responsive bid meeting specifications exceed CONSULTANT'S Statement of Probable Construction Cost by 10% or more, CONSULTANT shall, at the TOWN'S direction, redesign the Project at their actual cost with no overhead and profit added.
- f. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted in accordance with the applicable change in the Construction Cost Index for twenty cities from the date of completion of the Final Design Phase and the date on which proposals or bids are sought, as published monthly in "Engineering News Record".
- g. For the purpose of payment to the CONSULTANT, the Bidding Phase will terminate and the services of the CONSULTANT for this phase will be considered complete upon signing of an Agreement with a Contractor, or cancellation of the project by the TOWN prior to signing of agreement with a Contractor. Rejection of bids by the Town does not constitute cancellation of the project.

### **2.6.5 Construction Phase - General Administration of Construction Documents**

- a. To the extent provided by the contract for the project between the TOWN and the Contractor, the CONSULTANT shall make recommendations to the Town on all claims of the TOWN and Contractor regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work. The CONSULTANT shall check and approve samples, schedules, shop drawings, and other submissions for conformance with the concept of the Project, and for compliance with the information given by the Construction Documents, prepare Change Orders, assemble written guarantees required of the Contractor, and approve progress payments to the Contractor based on the Project Schedule of Values and percent of completion of Work.
- b. The CONSULTANT shall carefully review and examine the contractor's Schedule of Values, together with any supporting documentation. The purpose of such review and examination will be to protect the TOWN from an unbalanced Schedule of Values which allocates greater value to certain elements of the services that is indicated by industry standards, supporting documentation, or data.
- c. If the Schedule of Values is not found to be appropriate, it shall be returned to the Contractor for revision or supporting documentation. After making such examination, when the Schedule of Values is found to be appropriate, the CONSULTANT shall sign the Schedule of Values thereby indicating their informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor.
- d. The CONSULTANT shall conduct a pre-construction meeting with the CONTRACTOR, the TOWN, and utility companies; prepare and distribute minutes of the meeting.
- e. The CONSULTANT shall make inspections of the Work based on the type and frequency defined in the Scope of Work on which the CONSULTANT quoted. CONSULTANT'S inspections shall determine the progress and quality of the Work, and whether the Work is proceeding in accordance with the Construction Documents. CONSULTANT will provide the TOWN with a written report of each inspection in order to inform the TOWN of the progress of the Work. CONSULTANT shall endeavor to guard the TOWN against defects and deficiencies in the work of Contractors, and make written recommendation to the TOWN that work fails to conform to the Construction Documents. Based on such inspections, and the Contractor's Applications for Payment, he will recommend the amount owing to the Contractor, and will issue Certificates for Payment in such amount. These Certifications will constitute a representation to the TOWN, based on such inspections and the data comprising the Application for Payment, that the work has progressed to the point indicated. By issuing a Certificate for Payment, the CONSULTANT will also represent to the TOWN that, to the best of his knowledge,

information, and belief, based on what his inspections have revealed, the work is in accordance with the Construction Documents. He will conduct inspections to determine the dates of substantial and final completion and recommend the issuance of a final Certificate for Payment. All inspections and Certificates of Payment provided by CONSULTANT shall be sufficient to provide all certifications required by applicable agencies.

- f. The CONSULTANT shall revise the Construction Drawings and submit record drawings or corrected CADD drawings to the TOWN to show those changes made during the construction process, based on the marked up prints, drawings, and other data furnished by the Contractor.
- g. The CONSULTANT shall attend regularly scheduled Progress Meetings on site, if included in the Scope of Work, prepare and distribute minutes.
- h. The CONSULTANT shall prepare construction Change Orders for the TOWN'S approval. CONSULTANT shall not authorize any changes in services or time, no matter how minor, without prior written approval of TOWN.
- i. Should CONSULTANT approve progress payments to Contractor in excess of the value of the Work performed, and the Contractor defaults leaving insufficient funds to complete the Work, CONSULTANT shall reimburse the TOWN for the difference between the amount of the progress payment actually approved and the amount which should have been approved.
- j. If any portion of the work is covered, based on approval of CONSULTANT, without the TOWN'S and Building Official's inspection and approval, the TOWN'S representative may direct that portion of the work uncovered for inspection. If that portion of the work uncovered is not defective and is in accordance with the plans and specifications, CONSULTANT shall bear the cost of uncovering and covering the work. If that portion of the work uncovered is defective or not in accordance with the plans and specifications, the Contractor shall bear the cost of uncovering, repairing, and covering the Work.
- k. For the purpose of payment to CONSULTANT, the Construction Phase shall be considered complete upon compilation of punch list by CONSULTANT, written notification to Contractor by CONSULTANT of all documents, training, record drawings, releases of lien, and written recommendation by CONSULTANT of final payment.
- l. CONSULTANT shall have no authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by the construction contractor or for safety precautions and programs incident to the work of the construction contractor.

**SECTION 3**  
**ADDITIONAL SERVICES**

If it should become necessary for the TOWN to request CONSULTANT to render any additional services to either supplement the Services described in this RFQ or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be based on hourly billing rates or a lump sum as mutually agreed upon between the CONSULTANT and TOWN, and as set forth in Exhibit C, C.1 and C.2. TOWN shall identify a representative authorized to act on the TOWN's behalf with respect to the Project.

**SECTION 4**  
**TOWN'S RESPONSIBILITIES**

- 4.1 The TOWN shall identify a representative authorized to act on the TOWN's behalf with respect to the Project.
- 4.2 The TOWN shall assist CONSULTANT by placing at its disposal all available information for the Project, whenever reasonably possible.
- 4.3 The TOWN shall provide the CONSULTANT access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the CONSULTANT access to the Work whenever it is in preparation or progress, whenever reasonably possible.
- 4.4 The TOWN shall reimburse the CONSULTANT for applicable permit application fees.

**SECTION 5**  
**COPYRIGHTS AND LICENSES**  
**OWNERSHIP OF DOCUMENTS**

Unless otherwise provided by law, any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of TOWN. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of TOWN and shall be delivered by CONSULTANT to the TOWN Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.

All subcontracts for the preparation of reports, photographs, surveys and other data and documents entered into by CONSULTANT for a specific project shall provide that all documents and rights obtained by virtue of such contracts shall become the property of TOWN.

**SECTION 6**  
**TERM, TERMINATION AND SUSPENSION**

- 6.1 Term:** The term of this Agreement shall begin on the date it is fully executed by both parties and shall extend for five (5) years. After the initial term, the Contract may be extended for one (1) additional two year period by mutual agreement of the parties. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term.
- 6.2 Termination for Convenience:** This Agreement may be terminated by the TOWN for convenience upon ten (10) calendar days' written notice to the CONSULTANT. In the event of such termination, any services performed by the CONSULTANT under this Agreement shall, at the option of the TOWN, become the TOWN's property, and the CONSULTANT shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.
- 6.3 Termination for Cause:** This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other party 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 the CONSULTANT abandons this Agreement or causes it to be terminated by the TOWN, the CONSULTANT shall indemnify the TOWN against loss pertaining to this termination. In the event that the CONSULTANT is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provisions of Section 6.2 shall apply.
- 6.4** In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of TOWN'S election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONSULTANT acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by TOWN, the adequacy of which is hereby acknowledged by CONSULTANT, is given as specific consideration to CONSULTANT for TOWN'S right to terminate this Agreement for convenience.
- 6.5** In the event this Agreement is terminated, any compensation payable by TOWN shall be withheld until all documents are provided to TOWN pursuant to Section 5 of this Agreement. In no event shall the TOWN be liable to CONSULTANT for any additional compensation, other than provided herein, or for any consequential or incidental damages.
- 6.6 Suspension:** The TOWN may suspend the Project at any time and for any reason, immediately, and without advanced notice. If the TOWN suspends the Project, the CONSULTANT shall be compensated for the services performed prior to the notice of suspension, up through the date of such suspension, provided that such services are performed to the satisfaction of the TOWN. Under no circumstances shall

TOWN make payment for services that have not been performed. In no event shall the TOWN be liable to CONSULTANT for any additional compensation, other than provided herein, or for any consequential or incidental damages. CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. When the Project is resumed, the CONSULTANT's time schedule shall be equitably adjusted and agreed to in writing by both parties.

- 6.7 The Town Manager may terminate the Agreement or suspend the work, immediately, and without advanced notice, if deemed necessary to protect the public health, safety or welfare.
- 6.8 Notice of termination or suspension shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination or suspension by the Town Manager which the Town Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

## **SECTION 7 COMPENSATION**

- 7.1 The amount of compensation payable by the TOWN to CONSULTANT shall be based upon the prices as set forth in Exhibit C, C.1 and C.2 which amount shall be accepted by CONSULTANT as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONSULTANT that these amounts are the maximum payable and constitute a limitation upon TOWN'S obligation to compensate CONSULTANT for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONSULTANT'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- 7.2 The hourly billing rates for services of the CONSULTANT, and the CONSULTANT's consultants if any, are set forth in Exhibit C, C.1 and C.2. Beginning on October 1, 2016 and annually thereafter, the CONTRACTOR shall receive an annual adjustment in the rates and fees. The adjustment shall be based on the April Consumer Index-All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale Area, 1982-84=100, Series ID:CUURA320SAO, CUUSA320SAO, except that the annual adjustment to the costs shall not exceed 5% and shall not decrease. The Consumer Price Index is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments.
- 7.3 CONSULTANT may submit an invoice for compensation, developed and agreed upon by the Town Manager and CONSULTANT, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall



also show a summary of fees with accrual of the total and credits for portions paid previously, and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.

- 7.4 Approved Reimbursable Expenses shall be paid to the CONSULTANT at exact cost, and upon proof of payment by CONSULTANT if requested by the TOWN. Anticipated Reimbursable Expenses shall be included with CONSULTANT'S original fee proposal. No claim for reimbursement for the following expenses shall be made to the TOWN:
- a. All travel and vehicle expenses outside of Broward or Miami-Dade County, unless approved by Town Manager.
  - b. Three sets of signed and sealed permitting plans.
  - c. Computer usage, telephone expenses, postage.
- 7.5 Notwithstanding any provision of this Agreement to the contrary, Town Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to Town Manager. The amount withheld shall not be subject to payment of interest by TOWN.
- 7.6 Payment shall be made to CONSULTANT in accordance with the Local Government Prompt Payment Act as stipulated in Part VII of Chapter 218, FL Statutes, by check, card, funds transfer or other method as determined by the TOWN in its sole discretion.
- 7.7 CONSULTANT agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged for which CONSULTANT receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by TOWN.
- 7.8 If it should become necessary for TOWN to request CONSULTANT to render any additional services to either supplement the services described in the RFQ or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be by mutual agreement of both parties, in writing, and negotiated as to price.
- 7.9 Records of expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the TOWN within 48 hours of the TOWN's request.

- 7.10 Additional Services furnished by the CONSULTANT or the CONSULTANT's consultants shall be based on hourly billing rates or a lump sum as mutually agreed upon between the CONSULTANT and TOWN, and as set forth in Exhibit C, C.1 and C.2.

## SECTION 8 INDEMNIFICATION

- 8.1 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 caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the services under this Agreement.
- 8.2 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 with the collateral obligation of insuring said indemnity.
- 8.3 The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Town Manager and the Town Attorney, any sums due CONSULTANT under this Agreement may be retained by TOWN until all of TOWN's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by TOWN.

## SECTION 9 MISCELLANEOUS

- 9.1 **Audit and Inspection Rights and Retention of Records.** TOWN shall have the right to audit the books, records and accounts of CONSULTANT that are related to this Agreement. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CONSULTANT shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONSULTANT is notified in writing by TOWN of the need to extend the retention period. Such retention of such records and documents shall be at CONSULTANT'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT'S records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal

or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN'S disallowance and recovery of any payment upon such entry.

In addition, CONSULTANT shall respond to the reasonable inquiries of successor CONSULTANTS and allow successor CONSULTANTS to receive working papers relating to matters of continuing significance.

In addition, CONSULTANT shall provide a complete copy of all working papers to the TOWN, prior to final payment by the TOWN, in accordance with the RFQ for CONSULTANT services.

- 9.2 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.
- 9.3 Public Entity Crime Act.** CONSULTANT represents that the execution of this agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a CONSULTANT, consultant or other provider and 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 TOWN, may not submit a bid on a contract with TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to TOWN, may not be awarded or perform work as a CONSULTANT, supplier, subcontractor, or consultant under a contract with TOWN, and may not transact any business with TOWN in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from TOWN'S competitive procurement activities. In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list. By submitting a response to this RFQ, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this RFQ.
- 9.4 Independent Contractor.** CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT pursuant to this Agreement shall be subject to the supervision of CONSULTANT. In providing such services, neither CONSULTANT nor its agents shall act as officers, employees or agents of the

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. This Agreement shall not constitute or make the parties a partnership or joint venture.

**9.5 Third Party Beneficiaries.** Neither CONSULTANT nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

**9.6 Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

TOWN: Michael P. Crotty  
Town Manager  
Surfside Town Hall  
9293 Harding Avenue  
Surfside, Florida 33154

With a copy to:

Linda Miller, Esq.  
Town Attorney  
Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154

CONSULTANT: Dennis J. Giordano  
President  
Calvin, Giordano & Associates, Inc.  
1800 Eller Drive  
Suite 600  
Fort Lauderdale, FL 33316

**9.7 Assignment and Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONSULTANT, except with the prior approval of the Town Manager, which shall be in his sole and absolute discretion. In addition, CONSULTANT shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the Town Manager, which

shall be in his sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the Town Manager, subject to his approval.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFQ and to provide and perform such services to TOWN'S satisfaction for the agreed compensation. CONSULTANT shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

- 9.8 Conflicts.** Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONSULTANT agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONSULTANT or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONSULTANT is permitted to utilize subcontractors to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

- 9.9 Contingency Fee.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, TOWN shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

- 9.10 Materiality and Waiver of Breach.** TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. TOWN'S failure to enforce any provision of this Agreement shall not be deemed a waiver of

such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 9.11 Compliance with Laws.** CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 9.12 Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or CONSULTANT elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 9.13 Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 9.14 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Agreement shall prevail and be given effect.
- 9.15 Applicable Law and Venue; Arbitration, Attorney's Fees and Costs.** This Agreement shall be interpreted and 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. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs. In the event a claim or dispute shall arise between the Parties relating to any term or provision of this Agreement, such claim or dispute shall be settled by binding arbitration in the State of Florida. The Parties shall have thirty (30) days from the date a claim or dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding arbitration in Miami-Dade County. The arbitrator may not alter the contract terms or award any remedy not provided for in this Agreement. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil

Procedure and the arbitrator will resolve all discovery-related disputes. Arbitration will be in accordance with the Rules of the American Arbitration Association (“AAA”) or other arbitrator agreed on by the Parties. Each Party to any arbitration will pay its own fees, costs and expenses, including attorney’s fees, and will equally split the arbitrators’ fees and administrative fees of arbitration. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorney’s fees. Any such arbitration shall be conducted by an arbitrator experienced in municipal law and shall include a written record of the arbitration hearing, cost to be split by the parties.

- 9.16 Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 9.17 Prior Agreements.** This Agreement and its attachments constitute the entire agreement between CONSULTANT and TOWN, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 9.16 above.
- 9.18 Drug-Free Workplace.** CONSULTANT shall maintain a drug-free workplace.
- 9.19 Incorporation by Reference.** The truth and accuracy of each “Whereas” clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 9.20 Multiple Originals.** This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 9.21 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 9.22 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.
- 9.23 Public Records.** CONSULTANT shall comply with the public records laws as follows:
  - A.** Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service.

**B.** Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

**C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

**D.** Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN.

If the CONSULTANT does not comply with a public records request, the TOWN shall enforce the contract provisions in accordance with this Agreement.

- 9.24 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.
- 9.25 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. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the TOWN 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 one year following the end of this Agreement.
- 9.26 Non-Appropriation of Funds.** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the TOWN, upon written notice to CONSULTANT of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the TOWN.
- 9.27 Representative Designated for Each Party.** The TOWN designates the Town Manager or designee as the person to whom all communications pertaining to the day-to-day operations of this Agreement shall be addressed. CONSULTANT shall inform the TOWN representative in writing of the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.



## **9.28 Default.**

**9.28.1** An event of default shall mean a breach of this Agreement by the CONSULTANT. 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 become insolvent or has assigned the proceeds received for the benefit of the CONSULTANT's creditors, or the CONSULTANT has taken advantage of any insolvency statute or debtor/creditor law or if the CONSULTANT's affairs have been put in the hands of a receiver;
- D.** CONSULTANT has failed to obtain the approval of the TOWN where required by this Agreement;
- E.** 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.

**9.28.2** In the event CONSULTANT fails to comply with the provisions of this Agreement, the TOWN may declare the CONSULTANT in default, notify the CONSULTANT in writing, and give the CONSULTANT a reasonable time to cure the default. In no event shall the time period for curing the defect exceed fifteen (15) business days unless otherwise agreed to by the parties. If the CONSULTANT fails to cure the default, compensation will only be for any completed professional services. 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 Section shall limit the TOWN's right to terminate, at any time, pursuant to this Agreement.

**9.28.3** In an Event of Default, the CONSULTANT shall be liable for all damages resulting from the default, including but not limited to:

- A.** lost funding, and
- B.** the difference between the cost associated with procuring services and the amount actually expended by the TOWN, including procurement and administrative costs.
- C.** 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.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND CALVIN, GIORDANO & ASSOCIATES, INC. FOR PROFESSIONAL GENERAL ENGINEERING SERVICES**

IN WITNESS WHEREOF, the parties hereto have made and executed this 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 Town Commission action on the 9<sup>th</sup> day of September, 2014; and Consultant, Calvin, Giordano & Associates, Inc. authorized to execute same, through its President, Dennis J. Giordano.

**TOWN OF SURFSIDE, through its Town Commission**

ATTEST:

By: \_\_\_\_\_  
Daniel Dietch, Mayor

\_\_\_\_\_  
Sandra Novoa, CMC, Town Clerk

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
Michael P. Crotty, Town Manager

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form and legality  
for the use of the Town of Surfside only:

**(TOWN SEAL)**

By: Linda Miller  
Linda Miller, Town Attorney

22 day of September, 2014

**WITNESSES:**

**CONSULTANT:**

\_\_\_\_\_

**Calvin, Giordano & Associates, Inc.**

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Dennis J. Giordano, President

\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_

Print Name

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**(CORPORATE SEAL)**

**REQUEST FOR QUALIFICATIONS (RFQ)****PROFESSIONAL GENERAL ENGINEERING SERVICES**

The Town of Surfside (Town), Miami-Dade County, Florida, hereby gives notice that it is seeking qualifications for professional general engineering services to the Town on a continuing and/or consulting contract basis. Selection of the firm(s) or individual(s) will be made in accordance with Fla. Stat. §287.055-Consultants' Competitive Negotiations Act.

Submittals shall be accepted until **10:00 a.m. on April 4<sup>th</sup> 2014**. A total of six (6) copies (one (1) of the six (6) copies shall be an electronic copy) of the submittal must be submitted and clearly marked on the front of the envelope:

"SEALED QUALIFICATIONS"

RFQ # 14- PROFESSIONAL ENGINEERING SERVICES

OPENING DATE AND TIME: April 4, 2014, 10:15 A.M.

RFQ # 2014-02

Sealed submittals will be received by the Town Clerk until **10:00 a.m. April 4, 2014**, at **Town of Surfside, Town Hall located at 9293 Harding Avenue, Surfside, Florida, 33154**. Submittals received after this time will not be accepted. Submittals will be opened publicly at this time.

**A mandatory pre-submittal conference will be held in the Commission Chambers of the Town of Surfside, 9293 Harding Avenue, Surfside, FL 33154 at 10:00 a.m. on March 14, 2014.**

**Only those firms with representatives in the room at 10:00 a.m. will be allowed to submit a Response on April 4, 2014.**

**Deadline to submit requests for clarification will be 10:00 a.m., March 28, 2014.**

Proposers are responsible for making certain that their submittal is received at the location specified by the due date and time. The Town of Surfside is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition.

RFQ packages may be obtained from the Office of the Town Clerk, Town of Surfside, 9293 Harding Avenue, Surfside, Florida 33154, at no cost, and are also available on line at [www.townofsurfsidefl.gov](http://www.townofsurfsidefl.gov).

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

Sandra Novoa, CMC, Town Clerk  
Town of Surfside

**Town of Surfside, Florida  
Request for Qualifications No. 14-**

**PROFESSIONAL GENERAL ENGINEERING SERVICES**

The Town of Surfside (Town) is accepting Submittals from qualified and properly licensed firms or individuals (all respondents shall hereinafter be referred to as "consultants" and/or "firms") interested in providing professional general engineering services. The Town is soliciting professional engineering services for civil engineering related work which may include, but 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, responses to Request for Information and services during construction); and Bid Administration (selection and letting).

**SUBMITTAL REQUIREMENTS:**

1. **SELECTION PROCESS:** Selection of the firm or individual will be made in accordance with Fla. Stat. §287.055 –Consultants' Competitive Negotiations Act.
2. **ELIGIBILITY:** In addition to the other requirements stated in this document, to be eligible to respond to this RFQ, the consultants must have successfully provided within the past five years services similar to those outlined in the Scope of Work (included herein) of this RFQ. Each consultant shall meet all legal, technical, and professional requirements for providing the requested services. The consultants shall furnish such additional information as the Town may reasonably require. This includes information that indicates financial resources as well as the ability to provide and maintain the requested services. The consultants shall have no record of judgments, pending lawsuits against the Town or criminal activities involving moral turpitude.
3. **SUBMITTAL:** Submittals must be received by the Town Clerk's Office at the date and time stated in the Notice to Consultants at the Surfside Commission Chambers, 9293 Harding Avenue, Surfside, FL 33154. A total of ten (10) copies of the submittal must be submitted at the date and time stated in the Notice to Consultants at the Surfside Commission Chambers, 9293 Harding Avenue, Surfside, FL 33154.
4. **SUBMITTAL REQUIREMENTS:** All submittals shall contain no more than ten (10) pages and a total of six (6) copies shall be submitted, with one (1) marked "Original" containing all original documents of the required response to the Request for Qualifications (RFQ) and one (1) electronic copy (in PDF format) on electronic media (CD-R/flash drive). The submittal should include as a minimum guideline at least the following:
  - a. Name, address and company, including but not limited to, a business overview, financial state of the business, annual revenue for the past two years, and names and addresses of persons having financial interest in the firm.
  - b. Details of your qualifications and capabilities to provide services under this solicitation.
  - c. Composition and experience of the project team that will be assigned under this solicitation. Resumes of key personnel should be included. Location of the project team members should be clearly identified.

- d. The number of all projects (including government projects) completed or in process for the past 5 (five) years, and a synopsis of those projects most relevant to the services sought in herein. Include a list of client references with contact names and telephone numbers.
- e. Disclosure of any potential conflict of interest that your firm may have due to other clients, contracts or property interests in the Town's projects under this solicitation.
- f. A current GSA SF 254 and 255 should be furnished, i.e. firm's capabilities, adequacy of personnel, past performance record and experience. *(Note: These forms will NOT be counted as part of the 10 page maximum.)*
- g. Sworn statement pursuant to Fla. Stat. §287.133(3)(A), Public Entity Crime, a copy of which is attached hereto. *(Note: These forms will NOT be counted as part of the 10 page maximum.)*
- h. Non-Collusive Affidavit, a copy of which is attached hereto. *(Note: These forms will NOT be counted as part of the 10 page maximum.)*
- i. Evidence of recent, current and projected person-hour workload should be provided for the proposed project team members. The candidate firm must have at least one (1) registered professional engineer under Fla. Stat. Chapter 471, as principal officer or partner of the firm. The candidate firm must comply with Fla. Stat. Chapter 471.
- j. Proof of authorization to transact business in Florida from the Florida Secretary of State, from the prime as well as supporting firms.

*The attached Scope of Service provides more detail as to actual tasks involved within the scope of this submittal. Failure to satisfy the requirements contained herein may result in the submittal being deemed non-responsive.*

5. **PUBLIC ENTITY CRIMES STATEMENT:** All submittals must be accompanied by an executed form PUR 7068, SWORN STATEMENT PURSUANT TO FLA. STAT. §287.133, ON PUBLIC ENTITY CRIMES. (Copy enclosed)
6. **DRUG-FREE WORKPLACE:** In accordance with Fla. Stat. §287.087, preference will be given to businesses with drug-free workplace programs; whenever bids are similar in all other respects, award will be made to the entity having a Drug-Free Workplace Program if a Drug-Free Workplace Certification is submitted with the response.

#### **TERMS AND CONDITIONS:**

1. **STATUTORY REQUIREMENTS:** Selection of the consultant will be made in accordance with the Fla. Stat. §287.055, "Consultants' Competitive Negotiation Act". Pursuant to Fla. Stat. Chapter 119, Public Records Law, §119.071, Inspection and examination of records; exemptions (b): "Sealed bids or proposals received by an agency pursuant to invitations to bid or request for proposals are exempt from Fla. Stat. §119.07(1) and Fla. Const. §24(a), Art. 1 until such time as the agency provides notice of the decision or intended decision pursuant to Fla. Stat. §120.57(3)(a) or within 10 days after bid or proposal opening, whichever is earlier."
2. **RESERVATION OF RIGHTS:** While pursuing this RFQ process, the Town reserves the right to:
  - accept any or all responses, and the right, in its sole discretion, to accept the consultants it considers most favorable to the Town's interests;

- reject any and all qualifications and to seek new qualifications when such a procedure is reasonably in the best interest of the Town at any time during the process;
- investigate the financial capability, integrity, experience, and quality of performance of each consultant, including officers, principals, senior management, and supervisors, as well as staff identified in the response to RFQ;
- investigate the consultants' qualifications or any of its agents, as it deems appropriate;
- conduct personal interviews of any or all prospective consultants prior to selection (the Town shall not be liable for any costs incurred by the consultant in connection with such interviews); and
- waive any of the conditions or criteria set forth in this RFQ.

3. **PROOF OF INSURANCE:** The consultant shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to the Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the consultant's insurance and shall not contribute to the consultant's insurance. The insurance coverage shall include at a minimum the following amounts set forth in this Section 16:

- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of consultant. The General Aggregate Liability limit (including Products/Completed Operations) shall be in the amount of \$2,000,000.
- b. Workers' Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000 each accident. No employee, subcontractor or agent of the consultant shall be allowed to provide work pursuant to this Agreement who is not covered by Workers' Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Builder's Risk property insurance upon the entire work to the full replacement cost value thereof. This insurance shall include the interest of the Town and the consultant and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief, Windstorm and Flood.

The consultant acknowledges that it shall bear the full risk of loss for any portion of the work damaged, destroyed, lost or stolen until final completion has been achieved for a

Project, and all such work shall be fully restored by the consultant, at its sole cost and expense, in accordance with the Agreement Documents.

**Certificate of Insurance.** On or before the Effective Date of this Agreement and prior to commencing of any work, Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured. Each certificate shall include no less than a (30) thirty-day advance written notice to the Town prior to cancellation, termination, or material alteration of said policies or insurance. The consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Acceptance of the Certificate(s) is subject to approval of the Town.

**Additional Insured.** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from work performed by or on behalf of the consultant in performance of this Agreement. The consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the consultant's insurance. The consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

**Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The consultant shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

The provisions of this section shall survive termination of this Agreement.

4. **COMPLIANCE WITH LAWS:** The consultant shall be licensed and certified by all appropriate federal, state, county and local agencies. Prior to the commencement of the work and at all times during the Term of this Agreement, the consultant shall procure and maintain, at its sole cost and expense, and provide copies to the Town, all required licenses and certifications for the performance of the work and the operations set forth in this Agreement.

The consultant shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, age, marital status, national origin, physical or mental disability in the performance of the work under this Agreement. The consultant shall comply with all equal employment opportunity requirements and any and all applicable requirements established by state and federal law.

5. **PUBLIC RECORDS:** Upon award, recommendation or ten (10) days after RFQ submittal opening, whichever is earlier, any material submitted in response to this RFQ will become a "public record" and shall be subject to public disclosure consistent with Fla. Stat. Chapter 119 (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFQ by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Town reserves the right to make all final determination(s) of



the applicability of the Florida Public Records Law.

6. **CONFLICT OF INTEREST:** The consultant agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1, as amended; and by Town of Surfside Ordinance No.07-1474, which are incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder. The consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.
7. **INDEPENDENT CONTRACTOR:** The consultant is an Independent Contractor under this Agreement. Personnel provided by the consultant shall be employees of the consultant and subject to supervision by the consultant, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the work rendered under this Agreement shall be those of the consultant.
8. **TERMINATION OF AGREEMENT**

**Termination.** The Town has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon thirty (30) days written notice to consultant. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered by the consultant prior to and through the date of the notice of termination, copies of all records, charts, sketches, studies, plans, drawings, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the Town within ten (10) days.

**Termination for Default.** If the consultant fails to timely begin the work, or fails to perform the work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the work according to the work order and this Agreement, or shall perform the work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the work pursuant to the accepted schedule, or if the consultant shall fail to perform any material term set forth in the Agreement Documents/Work Order, or if the consultant shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Town may, upon seven (7) days written notice of termination, terminate the work of the consultant, exclude the consultant from the Project sites, provide for alternate prosecution of the work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may perform the work by whatever methods it may deem expedient. In such case, the consultant shall not be entitled to receive any further payment. All damages, costs and charges incurred by the Town, together with the costs of completing the work, shall be deducted from any monies due or which may become due to the consultant. In case the damages and expenses so incurred by the Town shall exceed monies due to the consultant from the Town, consultant shall be liable and shall pay to the Town the amount of said excess promptly upon demand therefore by the Town. In the event it is adjudicated that the Town was not entitled to terminate the Agreement as described hereunder for default, the Agreement shall automatically be deemed terminated by the Town for convenience as described below.

**Payment after Termination.** Provided that the consultant has performed in accordance with the terms of this Agreement as of the date of termination pursuant to the provision provided for herein, the consultant shall receive all payments due to the consultant for work rendered and accepted prior to and up to the date of termination.

9. **ASSIGNMENT; AMENDMENTS:** This Agreement or the work shall not be assigned, sold, transferred or otherwise encumbered, under any circumstances, in whole or in part, by the consultant, without the prior written consent of the Town, in its sole and absolute discretion.

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 by both parties.

10. **CONSENT TO JURISDICTION:** The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of and/or relating to this Agreement. Venue of any action to enforce this Agreement shall be proper exclusively in Miami-Dade County, Florida.

11. **GOVERNING LAW:** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

12. **NO WAIVER OF BREACH:** The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

13. **STANDARD OF CARE:** Consultant shall exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a professional under similar circumstances and consultant shall, at no additional cost to the Town, re-perform services which fail to satisfy the foregoing standard of care.

14. **INDEMNIFICATION:** The consultant shall at all times indemnify and hold harmless and, at the Town Attorney's option, defend or pay for an attorney selected by the Town Attorney to defend the Town of Surfside, its officers, agents, and employees from and against all causes of action, demands, claims, losses, liabilities, damages, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts, omissions, negligence, recklessness, wrongful conduct, acts, errors or omissions of the consultant or any subcontractors or other persons employed or utilized by the consultant in the performance of the work pursuant to this Agreement. The consultant's obligation under this paragraph shall not be limited in any way by the agreed upon cost of services/contract price, or the consultant's limit of, or lack of, sufficient insurance protection.

The indemnification obligations under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the consultant or any subcontractor or other persons employed or utilized by the consultant in the performance of this Agreement, under worker's compensation acts, disability benefit nets, or other employee benefit acts.

The consultant shall not specify or allow any subcontractor or other persons employed or utilized by the consultant in the performance of this Agreement to specify a particular design, process or product that infringes upon any patent. The consultant shall indemnify and hold the Town and its officers and employees harmless from any loss, cost or

expense, including reasonable attorney's fees and costs incurred, on account thereof if the consultant violates the requirements of this section.

**15. OTHER ISSUES**

The Town reserves the right to determine whether the consultant's responses are adequate or inadequate, complete or incomplete, and to determine what constitutes the grounds for disqualification of a consultant who may submit inadequate or incomplete responses. The Town reserves the right to determine if a submittal is unresponsive. The Town may disqualify a consultant who submits a submittal determined by the Town to be unresponsive or which contains insufficient, inadequate, or incomplete responses to be deemed unresponsive. The Town Manager shall make such determinations and will rely on the staff selection committee for input in this matter.

The Town reserves the right to request clarification of information submitted and to request additional information from consultants after the deadline for receipt of qualifications.

Any submittal may be withdrawn until the date and time set above for submission of the submittals.

Costs of preparation of a response to this RFQ are solely those of the consultant and the Town assumes no responsibility for any such costs incurred by the consultant.

The consultant understands that this RFQ does not constitute an agreement or contract with the Town.

Any consultant, who submits in its response to the Town, any information that is determined by the Town to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration. The Town Manager will determine if a consultant will be disqualified.

**16. EVALUATION CRITERIA**

The qualifications will be reviewed and evaluated in accordance with the following criteria:

<u>Criteria</u>	<u>Points</u>
Ability of Professional Personnel	25
Past Performance and Experience – Firm	25
Past Performance and Experience – Individual/Project Team	25
Location	10
Approach to the Project	<u>15</u>
<b>TOTAL</b>	<b>100</b>

**NOTE TO CONSULTANTS:** Price will not be a factor at this stage of the process and no prices should be quoted.

## 17. SELECTION PROCESS

- a. An evaluation committee comprised of appropriate Town staff and/or members of the community, as deemed necessary with the appropriate technical expertise and/or knowledge, shall be appointed by the Town Manager to assist in the necessary evaluation.
- b. The committee shall have a minimum of three (3) members. All meetings of the selection committee shall be conducted in a manner consistent with the Sunshine Law and all applicants shall receive notice by mail, fax, or email. A quorum shall be a majority of members except that if there are only three members all three members must be present. All members shall be free of any conflicts of interest as set forth in Fla. Stat. Chapter 112. The selection committee shall then set forth the procedure for reviewing the applicants. The selection committee shall reduce the number of firms to a short list of a minimum of five (provided at least five members responded.) In short-listing firms, the committee shall use the criteria set forth in the RFQ and attempt to select the best qualified firms for the particular project. The committee shall then hold discussion with all short-listed firms. This may be undertaken at the same meeting or a separate meeting scheduled by the committee.
- c. After discussions are held with the short-listed firms, the voting members of the selection committee may discuss the presentations and the qualifications of each firm further and shall rank the firms based upon which firms will best serve the Town based upon the factors set forth in the RFQ. The firms shall be ranked in order of preference. The ranking shall be reported to the Town Commission who shall make the final decision with regard to the firms that should be chosen. The Town Commission may approve the rankings as set forth by the selection committee or, re-rank the consultants based upon the criteria. Prior to re-ranking the consultants based upon the criteria set forth in the RFQ, the Town Commission must undertake a 4/5 vote to indicate that it may wish to rank the consultants in an order different from those established by the selection committee.
- d. Upon the Town Commission approving a ranking, negotiations shall be undertaken with the top three (3) ranked firms. The Town Manager or his/her designee shall undertake said negotiations. If the Town Manager or his/her designee is unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm shall be formally terminated in a writing sent to the firm. Upon termination of said negotiations, negotiations shall then be undertaken with the second ranked firm, with this process being repeated until an agreement is reached which is then approved by the negotiator and formally approved by the Town Commission or until the short-list is exhausted in which case a new request for qualifications shall be undertaken. The Town reserves to award to more than one firm.

## 18. PROTEST PROCEDURES

**Standing** - Parties that are not actual proposers, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.

**Protest of Failure to qualify** - Upon notification by the Town that a proposer is deemed non-responsive and/or non-responsible, the proposer who is deemed non-responsive and/or non-responsible may file a protest with the Town Clerk by close of business on

the third Business Day after notification (excluding the day of notification) or any right to protest is forfeited. (Town Hall hours are as follows: Monday-Friday from 9:00 a.m. to 5:00 p.m.)

**Protest of Award of Agreement.** After a Notice of Intent to Award an Agreement is posted, any proposer who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Town Clerk by close of business on the third Business Day after posting (excluding the day of posting) or any right to protest is forfeited. A Notice of Intent to Reject all Submittals is subject to the protest procedure.

**Content and Filing** - The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the Protest Bond are received by the Town Clerk. The official clock at the Town Hall reception desk shall govern.

**Protest Bond** - Any consultant filing a protest shall simultaneously provide a Protest Bond to the Town in the amount of ten thousand dollars (\$10,000). If the protest is decided in the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the Town. The Protest Bond shall be in the form of a cashier's check.

**Protest Committee** - The Protest Committee shall review all protests. The Town Manager shall appoint the members of the Protest Committee. The Town Attorney or designee shall serve as counsel to the Committee. The meeting of the Protest Committee shall be opened to the public and all of the actual proposers shall be notified of the date, time and place of the meeting. If the Protest Committee determines that the protest has merit, the Town Manager shall direct that all appropriate steps be taken. If the Protest Committee denies the protest, the protester may appeal to the Town Commission. All of the actual proposers shall be notified of the determination by the Protest Committee. The Protest Committee shall terminate upon the award of the contract, or such other time as determined by the Town Commission.

**Stay of Ranking in the RFQ Process** - In the event of a timely protest, the Town Manager shall stay the ranking of qualified consultants in the RFQ process unless the Town Manager determines that the award of the Agreement without delay or the continuation of the RFQ process is necessary to protect any substantial interest of the Town. The continuation of the RFQ process or award under these circumstances shall not preempt or otherwise affect the protest.

**Appeals to Town Commission** - Any actual consultant who is aggrieved by a determination of the Protest Committee may appeal the determination to the Town Commission by filing an appeal with the Town Clerk by close of business on the third Business Day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the Town Clerk.

**Failure to File Protest** - Any actual proposer that does not formally protest or appeal in accordance with this Section shall not have standing to protest the Town Commission's award.

**19. ADDITIONAL INFORMATION**

Questions regarding this RFQ must be directed to:

**Michael Crotty**  
Town Manager  
Tel: (305) 993-1052  
Email: mcrotty@townofsurfsidefl.gov

Responses to this RFQ must be delivered by the date and time specified in the Notice to Engineers, and addressed to:

**Sandra Novoa, CMC**  
Town Clerk  
Town Clerk's Office  
9293 Harding Avenue  
Surfside, FL 33154

- The Town is under no obligation to return the submittals.
- The Town will not be liable for any cost incurred in the preparation of the response to RFQ.
- The submittal shall be prima facie evidence that the consultant 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 consultants shall furnish the Town with such additional information as the Town may reasonably require.
- Under no circumstance should any prospective consultant, or anyone acting on their behalf, seek to influence or to gain the support of any member of the Town Commission or the Town Staff favorable to the interest of the prospective consultant. Likewise, contact with the Town Commission or Town Staff against the interest of other prospective consultants is prohibited. Any such activities may result in the exclusion of the prospective consultant from consideration by the Town.

**Town of Surfside, Florida**  
**Request for Qualifications No. 14-**

**SCOPE OF SERVICES**

**Section I. General Objectives**

The Town of Surfside is soliciting professional engineering services of an individual or firm qualified to serve as the Town's Consulting Engineer as detailed below in Sections II and III. The consultant(s) selected shall provide professional engineering services under the terms of a Continuing Contract for a three (3) year period with up to two additional consecutive one (1) year renewal clauses, subject to mutual agreement. The Town may also have other consultants perform engineering assignments or related engineering work tasks during the contract period as determined exclusively by the Town.

**Section II. Public Works Department Staff Augmentation**

The Town's Consulting Engineer shall provide continuing engineering services to augment existing staff in the Public Works Department related to the planning, design, review and/or construction of projects, which may include, but are not limited to the following services:

- Contract administration for maintenance of public rights-of-way, landscaping and irrigation systems to provide safe and aesthetically attractive public spaces for the benefit of the 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 assistance with local, state and federal grants for improvements to public works facilities and services within the Town
- Contract administration and oversight of the Town's solid waste management operations and regulatory compliance
- Recommend, develop and implement a capital improvement plan for the Town
- Administer the Town's NPDES/Stormwater Master Plan programs and provide associated regulatory monitoring and compliance services
- Oversee the operation and maintenance of water, wastewater and stormwater utilities and provide associated regulatory monitoring and compliance services
- Manage traffic management/improvement projects and contracts implemented by the Town
- Disaster recovery and debris monitoring oversight services
- Public Engagement
- Procurement Administration
- Attend all regular monthly meetings of the Town Commission
- Attend other public meetings as-requested by the Town Manager or his designee
- Perform related services as-requested by the Town Manager or his designee
- Prepare proposal, specifications, plans, contract documents and overall assistance and coordination of Design Build Services

**Section III. Consulting Engineering Services**

The below description of services the Consultant may be called upon to perform is not all-inclusive and is given as a guide for submittal preparation. The Town and its selected

engineering consultant(s) on a project-by-project basis will prepare detailed scopes of work for specific projects. Services required for projects may be provided by other consultants, at the discretion of the Town. The Town may also have other consultants perform engineering assignments or related engineering work tasks during the contract period. The Town's Consulting Engineer may be required to review the work of other Professional Engineers. The scope of services shall include, but are not necessarily limited to the following disciplines:

- Mechanical, Electrical, Plumbing Engineering
- Landscape Architecture
- Environmental Engineering
- Traffic Engineering
- Construction/Project Management
- Engineering Code Development
- Plan and Development Review
- Civil Engineering
- Geotechnical Engineering
- Value Engineering
- Sampling and Testing Services
- Inspection Services
- Engineering Studies
- Cost Estimating
- Oversight, coordination, and preparation of Design Build Services

**The Town does not guarantee that any or all of the services identified in this Request for Qualifications ("RFQ") will be assigned to the selected consultant(s) during the term of their agreements.**



## DRUG-FREE WORKPLACE CERTIFICATION

**IDENTICAL TIE BIDS/SUBMITTALS** - In accordance with Fla. Stat. §287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Fla. Stat. Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

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VENDOR'S SIGNATURE

**SWORN STATEMENT PURSUANT TO FLA. STAT. §287.133(3)(a)  
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 has 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 Fla. Stat. §287.133(l)(g), 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 Fla. Stat. §287.133(l)(b), 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Fla. Stat. §287.133(l)(a), 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 crime. 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 Fla. Stat. §287.133(l)(e), 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.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which one (1) of the following three (3) statements is applicable.)

\_\_\_\_ (1) Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

\_\_\_\_ (2) The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

\_\_\_\_ (3) The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLA. STAT. §287.017 FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
SIGNATURE OF AFFIANT

\_\_\_\_\_  
(Printed or Typed Legal Name of Affiant)

State of \_\_\_\_\_ County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by

\_\_\_\_\_  
Notary Seal:

\_\_\_\_\_  
Notary's Name Printed, Stamped or Typed

Personally Known: \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
Identification Produced \_\_\_\_\_

NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_)

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/Submittal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid/Submittal and of all pertinent circumstances respecting such Bid/Submittal;
- (3) Such Bid/Submittal is genuine and is not a collusive or sham Bid Bid/Submittal;
- (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/Submittal 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/Submittal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid/Submittal price or the Bid/Submittal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Surfside, Florida, 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.

\_\_\_\_\_  
SIGNATURE OF AFFIANT (Printed or Typed Legal Name of Affiant)

State of \_\_\_\_\_ County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by

\_\_\_\_\_.

\_\_\_\_\_  
Notary's Name Printed, Stamped or Typed Notary Seal:

Personally Known: \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Identification Produced \_\_\_\_\_

## Exhibit "B"

### CONSULTANTS SCOPE

#### Scope of Professional Services – Monthly Lump Sum Fee of \$6,955.67

- Monthly Meeting
  - Attendance at One (1) Monthly Commission Meeting
  - Inclusive of required presentation preparation for monthly services listed below
- Monthly reporting
  - Sewage Transmission and Disposal Duties
    - Documentation/Reporting Required by Consent Decree
    - Documentation/Reporting Required by Consent Agreement
    - NAPOT Report Review
    - Analysis and Graphing of Sewage Flow vs Rainfall
    - Inflow Infiltration Analysis
    - Billing Review
  - Water Distribution and Consumption Duties
    - Analysis of Water vs Sewage
    - Billing Review
    - Lead and Cooper Reporting
- Project Feasibility/Analysis
  - Participate in Discussions Regarding Potential Projects
  - Provide Input/Cost Analysis for Potential Projects
  - Present to Commission on Potential Projects and Estimated Costs/Benefits
- Public Works Department Staff Augmentation
  - Provide continuing engineering services to augment existing staff in the Public Works Department related to the planning, design, review and/or construction of projects to include National Pollutant Discharge Elimination System (NPDES) and storm water regulatory monitoring and compliance
  - These augmented engineering service may include but not limited to the services outlined in Exhibit A - the Scope of Services, Section II, the Public Works Department Staff Augmentation and is hereby incorporated by reference as if fully stated herein.
- The monthly lump sum excludes planning, modeling and design services, all field surveying services, geotechnical and materials testing services, structural, sampling, field inspections, architectural, mechanical, electrical engineering.
- Turn-key, Project Management or design services can be performed in one of the three following formats:
  - Utilizing the percentage of construction cost fees as shown in Exhibit "C".
  - Negotiated Not to Exceed Amount - Approved in writing by Town prior to commencement
  - Utilizing the hourly rates as shown in Exhibit "C"

**Exhibit "C"**

**CONSULTANTS COMPENSATION SCHEDULE**

1. Monthly Lump Sum Fee for the Scope of Services Outlined in Exhibit "B"- \$6,955.67
  - a. Monthly fee will be invoiced once per month on the last day of the month
2. Projects completed based on negotiated and approved by Town in writing prior to commencement  
Not to Exceed Total Value Projects.
3. Projects completed at established hourly rates per table C.1 below.
4. Capital Improvement Projects, Project Management, Design Services per table C.2 below for projects without extenuating circumstances/increased scope/increased difficulty.

Table C.1

Calvin Giordano & Associates, Inc.  
 10000 Highway 100, Suite 100  
 Houston, Texas 77036  
 281.461.1100

**PROFESSIONAL FEE SCHEDULE**

Principal	215.00	<b>LANDSCAPE ARCHITECT</b>	
Contract Administrator	190.00	Associate, Landscape Architect	165.00
Project Administrator	165.00	Senior Landscape Architect	190.00
Executive Assistant / Clerical	75.00	Environmental Administrator Landscape Architect	105.00 115.00
<b>ENGINEERING</b>		Environmental Specialist	105.00
Associate, Engineering (VII)	190.00	Landscape CADD Technician	95.00
Director, Engineering (VI)	165.00	Environmental Assistant	85.00
Project Manager (IV)	145.00	Landscape Inspector/Arborist	105.00
Project Engineer (III)	125.00	Landscape Designer	115.00
Engineer (II)	105.00	Landscape Site Plan Reviewer	130.00
Jr. Engineer (I)	100.00	<b>SURVEYING</b>	
Engineer Technician	105.00	Associate, Surveying	165.00
Senior CADD Tech Manager	115.00	Senior Registered Surveyor	145.00
CADD Technician	85.00	Survey Crew	135.00
Traffic Engineer (II)	125.00	Registered Surveyor	130.00
Traffic Engineer (I)	100.00	Survey Coordinator	105.00
Traffic Technician	90.00	CADD Technician	95.00
Permit Administrator	90.00	3D Laser Scanner	355.00
<b>DATA TECH DEVELOPMENT</b>		Hydrographic Survey Crew	330.00
Associate, Data Tech Dev.	165.00	G.P.S. Survey Crew	155.00
GIS Coordinator	145.00	Sub-meter G.P.S.	75.00
GIS Specialist	125.00	Soft Dig. per hole	480.00
Multi-Media 3D Developer	115.00	Utility Locates (per hour)	205.00
GIS Technician	100.00	<b>INDOOR AIR QUALITY SERVICES</b>	
Sr. Applications Developer	165.00	Sr. Environmental Scientist	115.00
Applications Developer	135.00	Environmental Scientist	100.00
Network Administrator	155.00	<b>CONSTRUCTION</b>	
System Support Specialist	115.00	Associate, Construction	165.00
IT Support Specialist	85.00	Construction Management Director	135.00
<b>GOVERNMENTAL SERVICES</b>		Construction Manager	105.00
Associate, v.P.	190.00	Senior Inspector	100.00
Director of Code Enforcement	145.00	Inspector	90.00
Director of Building Code	145.00	Construction Coordinator	90.00
Project Manager	145.00	<b>EMERGENCY MANAGEMENT</b>	
Grants Administrator	125.00	Director	145.00
Code Enforcement Field Supervisor	110.00	Planner	105.00
Code Enforcement Field Inspector	90.00	Assistant Planner	90.00
Building Official	115.00	<b>PLANNING</b>	
Building Plans Reviewer	90.00	Associate, Planning	175.00
Building Inspector	90.00	Director of Planning	145.00
Permit Processor	75.00	Planning Administrator	135.00
<b>REDEVELOPMENT &amp; URBAN DESIGN</b>		Assistant Director	125.00
Revitalization Project Director/Manager	165.00	Senior Planner	105.00
Revitalization Coordinator	130.00	Assistant Planner	90.00
Alternative Funding Technician	100.00	<b>EXPERT WITNESS</b>	
Commercial Zoning Administrator	130.00	Principal/Associate	330.00
Redevelopment Planner	105.00	Registered Engineer/Surveyor	180.00
Specialist/Downtown Manager	100.00	Project Engineer	130.00
Municipal Administrator	165.00		
Municipal Assistant Administrator	130.00		
Municipal Department/Division Head	105.00		

In addition to the hourly rates listed above, there is a 10% markup on direct out-of-pocket expenses, such as reproduction, overnight mail, and other reimbursements billed at a multiplier of 1.1x.

**Table C.2\***

<b>Construction Cost</b>	<b>\$0- \$50,000</b>	<b>\$50,001- \$100,000</b>	<b>\$100,001- \$300,000</b>	<b>\$300,001- \$500,000</b>	<b>\$500,001- \$1,000,000</b>	<b>\$1,000,001- \$5,000,000</b>	<b>\$5,000,001- \$10,000,000</b>
<b>Engineering</b>							
Percentage	20.00%	17.50%	15.00%	12.50%	10.00%	7.50%	6.00%
Fees	\$10,000	\$17,500	\$45,000	\$62,500	\$100,000	\$375,000	\$600,000
<b>Permitting</b>							
Percentage	5.00%	3.50%	3.00%	2.50%	2.10%	1.25%	1.00%
Fees	\$2,500	\$3,500	\$9,000	\$12,500	\$21,000	\$62,500	\$100,000
<b>Con Admin</b>							
Percentage	10.00%	8.00%	8.00%	7.50%	7.00%	6.75%	6.50%
Fees	\$5,000	\$8,000	\$24,000	\$37,500	\$70,000	\$337,500	\$650,000
<b>Total Fees</b>	<b>\$17,500</b>	<b>\$29,000</b>	<b>\$78,000</b>	<b>\$112,500</b>	<b>\$191,000</b>	<b>\$775,000</b>	<b>\$1,350,000</b>
<b>Total Percentages</b>	<b>35.00%</b>	<b>29.00%</b>	<b>26.00%</b>	<b>22.50%</b>	<b>19.10%</b>	<b>15.50%</b>	<b>13.50%</b>

\*Consultant services such as geotechnical, architectural, survey, mapping, laboratory testing, sampling, structural, biological, landscape architecture, special electrical engineering and other sub-consultant costs are not included in the rates listed above and will be billed at actual cost plus 5% administration.