

RESOLUTION NO. 03-2009

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR COUNCIL APPROVAL OF THE PROPOSAL FROM Calvin Giordano and Associates, Inc. TO CONDUCT THE FEASIBILITY STUDY OF FOUNDATION PARK BLVD EAST; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Malabar Town Administrator has requested and received competitive bids for the feasibility of developing Foundation Park Boulevard east from Babcock Street into the commercial and commercial limited zoning areas; and

WHEREAS, the Brevard County Transportation Impact Fees collected on new construction is the funding source for this project and it has been approved by their committee.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, that:

Section 1. The Town Council of the Town of Malabar, Brevard County, Florida, hereby selects and approves Calvin-Giordano and Associates, Inc. to provide the feasibility study on the possible extension of Foundation Boulevard Parkway east of Babcock Street for a price not to exceed \$11,880.00.

Section 2. The Town Council hereby authorizes the Town Administrator to execute a contract for this project.

Section 3. The Town Council, hereby directs the Town Clerk to formally notify Calvin-Giordano and Associates, Inc. that their proposal has been accepted.

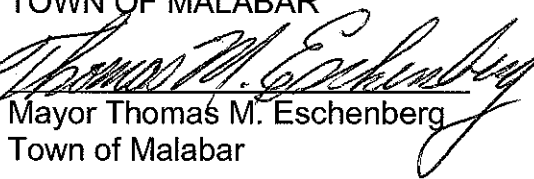
Section 4. This resolution shall take effect immediately upon its adoption

This Resolution was moved for adoption by Council Member Rivet. This

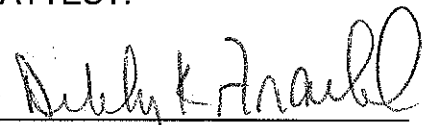
motion was seconded by Council Member Borton and, upon being put to vote, the vote was as follows:

Council Member Nancy Borton	<u>Aye</u>
Council Member Brian Vail	<u>Aye</u>
Council Member Steve Rivet	<u>Aye</u>
Council Member Jeffrey (Jeff) McKnight	<u>Excused</u>
Council Member Patricia D. Dezman	<u>Aye</u>

This Resolution was then declared to be duly passed and adopted this 6th day of April, 2009.

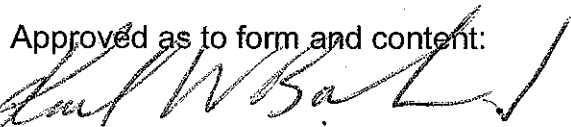
By:
TOWN OF MALABAR

Mayor Thomas M. Eschenberg
Town of Malabar

ATTEST:


Debby K. Franklin
Town Clerk/Treasurer

(seal)

Approved as to form and content:


Karl W. Bohne, Jr.
Town Attorney

Bonilyn Wilbanks-Free

From: Jeffery Maxwell [JMaxwell@calvin-giordano.com]
Sent: Wednesday, March 25, 2009 5:15 PM
To: Bonilyn Wilbanks-Free
Subject: RE: Please see attached RFQ follow-up letter

Ms. Wilbanks-Free,

CGA has the following response to the RFQ follow-up letter dated March 17, 2009 and forwarded March 25, 2009:

- 1.) The fees outlined in our original proposal were based on a lump-sum contract.
- 2.) The scope of services pertaining to wetlands will include the following:

Proposed extension of Foundation Park Boulevard S.E. from Babcock St. S.E. to Lett Lane.

Wetland Analysis Scope:

- Review the U.S. FWS Nation Wetlands Inventory (NWI) database, the FFWCC habitat mapping data and current aerial photographs to determine if there are indications that the proposed project may involve jurisdictional wetland habitat.
- Provide exhibits of the NWI and FFWCC habitat maps and aerial photograph and a brief written report of our professional determination.
- Provide recommendations on required permitting needs and procedures.

Should you desire additional information, please do not hesitate to contact me.

Thank you,

JEFFERY A. MAXWELL, P.E., PTOE
Director of Traffic Engineering
and Land Development

From: Bonilyn Wilbanks-Free [mailto:bwfree@townofmalabar.org]
Sent: Wednesday, March 25, 2009 3:39 PM
To: Lorraine Tappen
Subject: FW: Please see attached RFQ follow-up letter

Thank You,

Bonnie Wilbanks-Free
Town of Malabar
www.townofmalabar.org

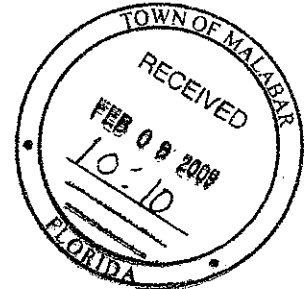
Please Note: Florida has a broad public records law. As a result, any written communication created or received by Town of Malabar officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

REQUEST FOR QUOTE



TOWN OF MALABAR
2725 Malabar Road
Malabar, FL 32950
Voice: 321.727.7764
Fax: 321.722.2234

DATE: February 6, 2009



Requested By:

COMPANY: Calvin, Giordano & Associates, Inc.
ADDRESS: 1800 Eller Drive, Suite 600 Fot Lauderdale, FL 33316
QUOTED BY: (Print Name) <i>Shelley Eichner</i>
SIGNATURE: <i>Shelley Eichner</i>
PHONE: 954.921.7781 FAX: 954-921-8807
EMAIL: ltappan@calvin-giordano.com

ITEM	DESCRIPTION	QTY	PRICE EACH	TOTAL PRICE
1	See attached letter describing the scope	1	11,880.00	11,880.00

REMARKS: _____

PLEASE SIGN AND RETURN QUOTE BY: 02/09/09 11:00 AM



February 6, 2009

Ms. Debbie Franklin
Town Clerk
Town of Malabar
2725 Malabar Road
Malabar, FL 32950-4427



**RE: Town of Malabar Foundation Park Boulevard Extension Feasibility Study
CGA Proposal No. 08-2106**

Dear Ms. Franklin,

We are pleased to submit this proposal for Professional Services on the above referenced project located in the Town of Malabar.

I. Professional Engineering Services

A. Traffic Engineering

1. Field Data Collection

- CGA will conduct morning and evening peak-hour traffic turning movement counts at the intersections of Babcock Street with Foundation Parkway and Booth Road.

2. Trip Generation and Assignment

- CGA will estimate future traffic volumes associated with the buildout of commercial development south of I-95 and east of Lett Lane. An assignment of future traffic volumes onto the adjacent roadway network will be developed.

3. Traffic Simulation

Engineering
 Construction Engineering & Inspection
 Municipal Engineering
 Transportation Planning & Traffic Engineering
 Surveying & Mapping
 Planning
 Landscape Architecture & Environmental Services
 Construction Services
 Indoor Air Quality
 Data Technologies & Development
 Emergency Management Services
 Building Code Services
 Governmental Services

1800 Eller Drive, Suite 600
Lauderdale, FL 33316
Tel: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

- CGA will develop a microscopic traffic simulation for the intersections of Babcock Street with Foundation Parkway and Booth Road. Morning and Evening peak-hour intersection Levels of Service will be determined for the commercial buildout scenario.

4. Final Report

- CGA will prepare a final report detailing the feasibility of extending Foundation Park Boulevard east of Babcock Street. The final report will include recommendations for the ultimate right-of-way and roadway cross section necessary to accommodate future commercial development in the area. The final report will include a summary of possible impacts to wetlands resulting from the roadway extension.

BASIS OF PROPOSAL

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

- Permit construction certification will include one partial and one final inspection.

ADDITIONAL FEES

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

- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Calculations of off-site flood stages.
- Construction quality control inspections.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g., architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Re-review of rejected shop drawings.
- Review and approval of Contractor pay requests.
- Review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.

- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated boundary survey, site evaluation or closing assistance work, unless specified above.

REIMBURSABLE EXPENSES

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

MEETING ATTENDANCE

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

SCHEDULE OF FEES

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

PROPOSED SCHEDULE OF FEES		
I	Professional Engineering Services	
	A Professional Traffic Engineering Services	\$11,880.00
II	Meetings not included in I thru I	Hourly
TOTAL (Plus Hourly Services)		\$11,880.00

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. agrees to indemnify, hold harmless CLIENT's, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from or related to negligent, omissions or negligence of Calvin, Giordano & Associates, Inc.
- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.
- CLIENT agrees to indemnify, hold harmless and, at Calvin, Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin, Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from, or related to any acts, omissions or negligence of CLIENT or its consultants.
- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc., pursuant to this Agreement.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.
- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.

- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.

MISCELLANEOUS PROVISIONS

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

TERMINATION OF THE AGREEMENT

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

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

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.



Shelley Eichner, AICP

Vice President

Cost of these services are \$11,880.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: Shelley Ecker Date: 2/6/09
Name: Shelley Ecker, AICP
Title: Vice President

By: Debbie Franklin Date: 2/6/09
Name: Ms. Debbie Franklin
Title: Town Clerk



PROFESSIONAL FEE SCHEDULE

Principal 215.00
Executive Assistant 75.00

ENGINEERING

Associate, Engineering (VI) 190.00
Director, Engineering (V) 165.00
Project Manager (IV) 145.00
Project Engineer (III) 125.00
Engineer (II) 105.00
Jr. Engineer (I) 100.00
Senior CADD Technician Manager 115.00
CADD Technician 95.00
Traffic Technician 90.00
Permit Administrator 90.00
Clerical 75.00

DATA TECH DEVELOPMENT

Associate, Data Tech Dev. 165.00
GIS Coordinator 145.00
GIS Specialist 125.00
Multi-Media 3D Developer 115.00
GIS Technician 100.00
Sr. Applications Developer 165.00
Applications Developer 135.00
Network Administrator 155.00
System Support Specialist 115.00
IT Support Specialist 85.00

CONSTRUCTION

Associate, Construction 165.00
Construction Management Director 135.00
Senior Inspector 100.00
Inspector 90.00

EMERGENCY MANAGEMENT

Director 145.00
Planner 105.00
Jr. Planner 90.00

PLANNING

Associate, Planning 165.00
Director of Planning 145.00
Planning Administrator 135.00
Assistant Director 125.00
Planner 105.00
Jr. Planner 99.00

EXPERT WITNESS

Principal/Associate 330.00
Registered Engineer/Surveyor 280.00
Project Engineer 230.00

LANDSCAPE ARCHITECT

Associate, Landscape 165.00
Senior Landscape Architect 130.00
Environmental Administrator 125.00
Landscape Architect 115.00
Environmental Specialist 105.00
Landscape CADD Technician 95.00
Environmental Assistant 85.00

SURVEYING

Associate, Surveying 165.00
Senior Registered Surveyor 145.00
Survey Crew 135.00
Registered Surveyor 125.00
Survey Coordinator 105.00
CADD Technician 95.00
3D Laser Scanner 355.00
Hydrographic Survey Crew 330.00
G.P.S. Survey Crew 155.00
Sub-meter G.P.S 75.00
Soft Dig (per hole) 305.00
Utility Locates 205.00

MICROBIAL/INDOOR AIR QUALITY SERVICES

Sr. Environmental Scientist 115.00
Environmental Scientist 100.00

- Engineering
- Construction Engineering & Inspection
- Municipal Engineering
- Transportation Planning & Traffic Engineering
- Surveying & Mapping
- Planning
- Landscape Architecture & Environmental Services
- Construction Services
- Indoor Air Quality
- Data Technologies & Development
- Emergency Management Services
- Building Code Services
- Governmental Services

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.

1800 Eller Drive, Suite 600
Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807