



March 25, 2021

David Dyess
City Manager
City of Stuart
772-288-5320
121 SW Flagler Ave.
Stuart, Florida 34994

RE: Guy Davis Park
CGA Proposal No. 20-4018.1

Dear Mr. Dyess:

We are pleased to submit this scope and fee proposal for your consideration for the design of the Guy Davis Park project. The scope of services to be furnished under this contract includes Landscape Architecture, Civil and Electrical Engineering, Surveying and Sub-consultant services to include Architecture, Sub-surface Utility Engineering, Geotechnical Engineering and Structural Engineering Services.

This proposal has been drafted with the approach requested by the City's Procurement Department, wherein the project is being approved based on a purchase-order strategy.

- **Purchase Order 1** will include the development of the design plans to a Schematic Design level, where a reasonable accuracy can be achieved for presentation to and approval by the City Commission.
- Following its approval, **Purchase Order 2** will include the necessary public outreach associated with the project to communicate the concept approved by Commission and will culminate in the development of biddable construction plans for the park.

There is an understanding that City Commission, at the time of approving the work-product of PO1, may request modifications that may increase or decrease the expected workload and deliverables for PO2. As such, please note that the proposed scope of work and fees for PO1 are binding in accordance to this proposal; conversely, because they may change, the scope and fees for PO2 shall only be considered an estimate of the anticipated investment in that purchase order and shall not be binding. It is the understanding of all parties that upon the acceptance and completion of PO1, CGA and the City shall negotiate the final scope and fees to deliver PO2 in accordance with any directives and/or modifications requested by the Commission at the time of issuing their approval.

Civil Engineering/Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering
& Inspection (CEI)
Construction Services
Contract Government
Services
Data Technologies &
Development
Electrical Engineering
Emergency Management
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Indoor Air Quality
Land Development
Landscape Architecture
Municipal Engineering
Planning
Redevelopment
Surveying & Mapping
Traffic Engineering
Transportation Planning
Urban Design
Water/Wastewater
Treatment Facilities
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GSA Contract Holder

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

www.cgasolutions.com

The basis of compensation is hourly based upon CGA's standard rates for a Lump Sum amount of \$ 344,517.00. Note that we are including a 5% reimbursable expense, which shall remain the property of the City and will only be used to cover expenses related to printing and other production needs with the prior written authorization of the City. The estimated cost for Purchase Order 02 is currently estimated at \$ 362,005.30 (inclusive of a 5% reimbursable expense). Together, this represents a total anticipated amount of \$ 706,522.30.

SCOPE OF WORK

CGA is pleased to provide this DRAFT proposal for Staff review and comment. We appreciate the opportunity to serve the City of Stuart.

The following Scope of Services is proposed by Calvin, Giordano & Associates, Inc. (CGA) as requested by the City of Stuart for the Guy Davis Community Park Improvements project. This proposal, when executed, shall be incorporated in and become an integral part of the Agreement for professional services between the City and CGA, hereafter referred to as the Agreement.

PROPOSAL ORGANIZATION

Included are the essential and necessary tasks to complete the desired work. Tasks are broken down into two Purchase Orders and organized in a task-format and sequenced to illustrate the workflow upon which they will be executed. All services excluded from this contract are provided at the end of the document.

PURCHASE ORDER 01:

1. **General Services** – Services needed to administer the project and deliver it to the client. These include general project management services, Quality Assurance and Quality Controls processes, coordinating with sub-consultants, etc.
2. **Foundation Data-Collection Phase** - Collecting all necessary background and foundational data needed to provide the services and generate a design.
3. **Platting** – Services needed to plat the property utilizing the Survey Boundary and adding all easements. Prepare a Record Plat drawing of the subject parcel in accordance with the requirements as set forth by Florida Statutes Chapter 177, Part 1 and all applicable platting requirements as outlined in the Martin County Land Development Code, Section 4.912 - Plat Requirements. Plat Processing by CGA staff has been included in this proposal.
4. **Conceptual Design Phase** – Working closely with City Staff (specifically those responsible for steering and guiding the design and development decisions) to develop a conceptual plan that identifies the size, location and metrics of the many components that need to be included. The basis of design for the conceptual plan will be the pre-concept sketches included in CGA's response to the RFQ solicitation package. The objective of the conceptual plan will be to provide layout strategies to scale on a

surveyed base, identifying the programming and uses of the future park, and finalizing all the areas and inter-relationships of uses and components to be included.

5. **Schematic Design Phase** – Based on the approvals and directives of the Conceptual Design, CGA will further develop the design under Staff direction to the point that it meets the criteria for submission to the City Commission for a consideration of “in compliance” consistent with the City’s *Sec. 11.01.00 Processing of Plan Applications* process. The components that will be provided to the City Commission will be consistent with *Appendix B – Concept Plan Components* of *Sec. 11.01.02*. This Phase will include an Engineers Estimate of Probable Cost to the proposed plan’s cost against the City’s expressed construction budget of \$5 Million dollars.

PURCHASE ORDER 02:

6. **Public Outreach Process** – Once the site plan is deemed “in compliance” and approved by City Commission, CGA will engage in a public engagement process to be determined by the City at the time of negotiating Purchase Order 2. For purposes of estimating the cost of the investment, we are assuming that the same graphic and illustrative materials that will be utilized to obtain the approval by the City Commission will suffice for the public engagement process. We are also assuming that the public outreach process will be limited to communicating to the community the decision of the Commission and to describe in detail what has been approved as a directive. As such, we are estimating 3 meetings at a cost of \$2,280.00 per virtual meeting, which includes meeting preparation, meeting attendance, and preparation of the meeting notes.
7. **Design Development Phase** – Development of construction plans and detailing to a level of completion consistent with 60% up to a 90% completion of the final construction plans. This phase will require the sign-off and approval at both the 60% and 90% completion levels by City Staff. Sign-off will serve to memorialize consistency with the design intent, as it was presented to and approved by City Commission at the completion of Purchase Order 01.
8. **Biddable Documents Preparation Phase** – Development of construction plans, construction detailing, and specifications beyond the 90% completion level to 100% completion level and the preparation of technical specifications, where needed, to provide to the City in preparation of the City’s bidding process.
9. **Bidding and Awarding Assistance Phase** – Assisting City Staff in the preparation of the bid award process, generally limited to the preparation of the bid tender form for inclusion in the solicitation package, assisting in the drafting of comparable past experience requirements to be required of prospecting bidders, provide responses to Request for Information that may result in the issuance of addendums during the bidding phase, and verifying comparable work and issuing an analysis to the Procurement Department to append to their overall evaluation of the bidders.

SCOPE OF WORK – DETAILED

PURCHASE ORDER 01

GENERAL SERVICES (GS)

- **Task 1: Project Management**

- CGA shall provide project management and project coordination services throughout the design and permitting process. The time and effort investment to achieve this is applied as a 4% mark-up cost of the final overall fee total. This will include:
 - the development of a communications plan,
 - coordination of the design team and included sub-consultants,
 - permitting,
 - design,
 - schedule,
 - adherence of design to construction budget,
 - adherence of design to the City of Stuart's directives, and
 - interactions with the City of Stuart Staff.
- Providing prompt resolutions of issues which may arise during the design and/or permitting process.
- Addressing internal-review comments from City Staff at key staff review opportunities provided and detailed herein. The basis of scope for addressing comments from City Staff is based on the assumption that the City's Project Manager will be responsible for consolidating all comments from all departments into a single excel document, determining the validity and application of the comment, determining if the comment needs to be brought to the attention of CGA, and providing a direction on to what degree to incorporate the comment. CGA will not be responsible for addressing comments that are provided piece-meal or which have not been vetted by the City's Project Manager with a directive for incorporation/exclusion from the plans.
- Status updates shall be submitted to the City at key milestones, indicating percent complete for each task.
- For all meetings included in this Agreement and detailed in this scope, CGA will prepare agendas, attend and prepare meeting minutes for distribution.

- **Task 2: Quality Assurance / Quality Control (QA/QC)**

- CGA shall provide extensive quality assurance and quality control practices to ensure that plans account for potential constructability issues, conflicts between design solutions by disciplines, and that omissions are reasonably eliminated. The time and effort investment to achieve this is detailed in each task where it will be performed. These services may include:
 - Peer-review of the entire set of plans at each phased submittal for each department and sub-consultant,
 - Constructability review by in-house, or third-party out-of-house professional.

- **Task 3: Bi-weekly Progress Meetings**

- CGA will conduct bi-weekly progress meetings via teleconferencing platform, such as Zoom, to review the status, progress and look-ahead of the project. Bi-weekly progress meetings are intended to be short and brief, with a focus on quickly identifying immediate needs of the project and serving as an opportunity to solicit clarification or directives from the City on specific relevant topics. These bi-weekly progress meetings are estimated at 30 minutes for each meeting.

FOUNDATION DATA-COLLECTION (FD) PHASE

- **Task 1: Project Kick-off Meeting**

- The CGA project team will attend one (1) kick-off meeting with the appropriate City representatives to introduce key team members to the City staff and review available planning and reference documents defining the project scope. Preliminary project goals, objectives, project reporting, decision-making processes, workflow, schedule, budget, and quality control will be discussed. The City will provide a list of any agencies having jurisdiction or for which special processes need to be met, outside of those already known to the CGA team for known permitting processes.
- The project kick-off meeting will be conducted via a Zoom meeting. City Staff to coordinate City Staff availability; CGA to provide Zoom meeting information. The scope will include:
 - Preparation a digital presentation outlining all the information
 - Conducting a group meeting via teleconferencing media, such as Zoom.

- **Task 2: Survey**

- CGA will conduct a Topographic Route Survey for approximately 18 acres of park and parking lots within the City-owned site; as well as the adjacent rights-of-way up to the opposing existing edge of pavement on Old Dixie Highway (A1A), E 14th Street, SE Pathfinder Ave and the centerline of SE 10th Street.
- Data Gathering
 - Obtain and review all public records documents as to rights-of-way, property ownership, platted easements, etc., as necessary to define the right-of-way limits of each roadway corridor.
 - Obtain, review and field recover any National Geodetic Survey (NGS), Florida Department of Transportation (FDOT), or Martin County Engineering Department horizontal and vertical survey control within and/or adjacent to the project limits.
- Topographic Boundary Survey
 - Prepare a geometrically precise base map referenced to Florida State Plane Coordinates (East Zone NAD 83/90) with all right-of-way lines,

lot lines, platted easements, and all lot, block, and recorded plat information.

- Obtain cross section topographic information at a maximum of fifty (50) foot intervals between longitudinal and cross-sectional points together with any grade breaks, swales, mounds or other definitive elevation change within the project limits. All survey data shall be referenced vertically to North American Vertical Datum of 1988 (NAVD88) and horizontally to North American Datum 83/90 (NAD 83/90).
 - Locate all above-ground improvements within the survey limits, with horizontal locations and vertical elevations being provided for such items as edge-of-pavement, sidewalks, driveways, access points, curb cuts, buildings, and visible aboveground utilities. Visible aboveground utilities refer to the visible structures (e.g., manholes, valve boxes, inlets, risers, etc.), typically associated with storm drainage, sanitary sewer, potable water, electric, gas, telephone and cable television.
 - Review required, applicable criteria to be incorporated from review of existing as-builts information, if applicable.
 - Survey of existing storm drainage and sanitary sewer systems shall include measurements for pipe sizes, type of material, bottom of structure, direction of flow, and invert elevations for any accessible manholes of storm and sewer manholes, inlets within the project limits. Any pipes surveyed within the survey limits shall follow the pipe to the next structure to obtain the downstream invert.
 - Prepare a Map of Survey signed and sealed by a Professional Surveyor & Mapper registered in the State of Florida. The survey will be prepared in accordance with the standards as set forth by Chapter 5J-17 of the *Florida Administrative Code*, pursuant to Florida Statutes Chapter 472.027.
 - Obtain and incorporate utility markings as researched through the Utility coordination and Sub-surface Investigation tasks detailed elsewhere in this proposal.
- Tree Survey
 - The CGA team will map the areas of existing native and non-native vegetation within the proposed project area for use in the landscaping design and to evaluate areas of exotic vegetation that will be required to be removed, as well as potential environmental impacts of the project. All trees greater than a 3-inch diameter at breast height within the project limits will be located. Information pertaining to tree type, height, canopy spread, and tree diameter will be documented per tree.
 - The tree survey will provide the Botanical and Common name within the project limits. The survey table will include these descriptions with the information noted above.
 - Tree evaluations by in-house Certified Arborists will provide final determinations on the conditions of each tree, determine their

survivability to potential relocation, and determine possible mitigation requirements if each if identified for removal.

- **Task 3: Platting**

- Prepare a Record Plat drawing of the subject parcel in accordance with the requirements as set forth by Florida Statutes Chapter 177, Part 1 and all applicable platting requirements as outlined in the Martin County Land Development Code, Section 4.912 - Plat Requirements.
- Items to be included on record plat drawing:
 - Plat location sketch
 - North arrow and graphic scale
 - Name of the owner of the property or the owner's authorized agent
 - Lots and blocks of adjacent recorded plats
 - Plat boundary and interior lot lines with bearings and distances
 - Existing streets and alleys on or adjacent to the tract, including name and right-of-way width.
 - Legal description of the property being platted, all existing easements and rights-of-way within or adjacent to the plat limits.
 - Prepare dedication and acknowledgement signature blocks on plat drawing.
 - Set Permanent Reference Monuments (PRM's) at the exterior plat
 - Review of a current title commitment for the parcels (as supplied by others)
 - Plot any Schedule B-II title exceptions that pertain to survey matters and are required to appear on the plat drawing.
 - Address all comments, issues or other requirements that occur during the review portion of the plat with regards to survey comments and plat recordation issues.
- Plat Processing
 - Process a plat as outlined in Section 11.01.05, Plat Application, as described in the City of Stuart's Land Development Code and Martin County Land Development Code, Section 4.912 - Plat Requirements. Process includes:
 - Pre-application conference with the city development director and city staff.
 - Plat application completion and submittal.
 - Coordination on any review comments.
 - Attendance at a City Commission public hearing.
 - Prior to recordation, submit the plat to the county surveyor and mapper, showing all final plat survey data and line annotations, including specific information which appears on the map portion of the plat.

- Complete the plat checklist submitted on the county form and signed by CGA's surveyor and mapper responsible for the preparation of the plat.
 - Record the plat.
- **Task 4: Utility Coordination**
 - This task shall provide information meeting Subsurface Utility Engineering Quality Levels as described by ASCE “Standard Guidelines for Depiction and Collection of Existing Subsurface Utility Data”. Data Acquisition is limited to available records and soft digs as noted below.
 - Utility Coordination
 - Create an 811 Design Ticket.
 - Submit Initial Utility Request Letters to applicable utility owners.
 - Create a utility matrix for tracking all utility coordination, responses and confirmation information.
 - Log and input utility information into AutoCAD.
 - The CITY will provide drainage, water, and sewer as-builts.
 - Submit Confirmation Letters to applicable utility owners.
 - Follow up responses and confirmation from the applicable utility owners.
 - Subsurface Utility Engineering (SUE) will be provided in the Design Development Phase.
 - Conduct coordination with FPL, Comcast and AT&T for the relocation or undergrounding of the existing overhead utility line that traverses the center of the park.
- **Task 5: Design-relevant Data Collection, Ordinance Review, and Review of Available Information**
 - Review existing, available information relative to parks programming and needs.
 - Review applicable codes and ordinances to be reflected in the design.
 - Collection of City constructability and branding election standards, such as standard site detailing across all city improvements, furnishings, amenities, signage and standard policies.
 - Review of existing contract pricing and review, in concert with City Staff, internal procurement processes that may have an impact on the eventual cost of the project and opportunities for cost-savings.
 - Review of existing drainage, utility, and well permits related to the park property.
 - Pre-application meeting with Martin County for access opening request on Dixie Hwy in order to request a letter of no objection.
 - Review of any historical utility and drainage information from City staff.
- **Task 6: Electrical Preliminary Services**

- Conduct a field visit to obtain electrical information of existing Recreation Bldg.
- Coordinate with FPL and AT&T/Comcast the relocation of the existing overhead lines serving the warehouse building electrical from the east side of the park to the pole located approximate 75 feet from the warehouse building containing the electrical service transformer and AT&T/Comcast lines, the existing pole mounted transformers and AT&T/Comcast on the pole will remain, changes to the warehouse building overhead electrical service and AT&T/Comcast service are not included.
- **Task 7: Final Base-map Development**
 - After all site reconnaissance work has been completed, CGA will prepare a final base-map by compiling the Topographic Survey and Tree Survey to illustrate the visible existing conditions and topographic contours within the project limits. The final base-map will become the basis for the development of the project.
- **Task 8: Conference with City Staff on Final Findings**
 - The CGA team will schedule and attend one (1) digital conference meeting with City Staff to review existing conditions, identify potential design opportunities and challenges, and document/discuss relevant features/areas of interest. It is desired that all relevant City Departments will partake in this conference; City Staff to coordinate the meeting, including identifying key individuals, key departments, coordinating availability, and scheduling. CGA will provide the meeting link.

CONCEPTUAL DESIGN (CD) PHASE

- **Task 1: Development of Design Brief Memorandum**
 - The Design Brief Memorandum will serve to memorialize all directives obtained from City Staff, any directive received by City Commission (via City Staff), comments obtained via public outreach, and general findings of all foundation research. The Design Brief will serve as the Design Criteria to guide the process for developing designs.
- **Task 2: Site Utilization and Programming Strategy**
 - CGA will prepare the necessary diagrams to convey up to two (2) alternatives for Site Utilization and Use Strategies. These explorations will look at general component placement, their use and programming relationships, and will serve to highlight constructability questions about the site design and potential operational considerations that may need to be clarified. It is expected that the Site Utilization and Programming Strategy be reviewed and approved by City Staff, especially those Departments or Staff that will be responsible for the operational component of the park and those coordinating potential uses in the park that extend beyond simple park programming events.

- **Task 3: Conceptual Design Phase Review and Feedback**
 - The CGA Design Team will furnish City Staff a Conceptual Design Review Package for their use in soliciting comments from stakeholders. It is our understanding that City Staff will attend one-on-one virtual meetings with each of the Board Members to review the conceptual plan and solicit comments from each. City Staff will collect and compile comments from each of the stakeholders to convey them to the CGA Design Team for direction.

- **Task 4: Conceptual Design Feedback Follow-up and Directive**
 - Following Staff's one-on-one meetings with the Board Members and stakeholders, the CGA Design Team and City Staff will participate in a follow-up meeting, where City Staff will be responsible for providing and/or clarifying directives to be incorporated into the design in the Schematic Phase. Any conflicting comments or directives received from the Board Members will need to be resolved by Staff in order to provide a clear directive to the CGA Design Team.

SCHEMATIC DESIGN (SD) PHASE

- **Task 1: Draft Schematic Design**
 - CGA, together with the City's Project Manager and any applicable sub-consultants, will develop preliminary design documents for the selected Site Utilization and Programming Strategy. The draft schematic design will be represented with preliminary design documents that will include preliminary diagrams, plans, sections and details to illustrate overall vision, character and materials to further communicate the iconic vision for the project. The schematic design will be peer-reviewed by intersecting disciplines to ensure that the general approaches to site design are achievable, or that any critical condition is daylighted in order to solicit further direction from the City.
 - Electrical services in support of schematic design include:
 - Providing proposed pathways, trails and sidewalks lighting to all areas within the scope of work.
 - Providing parking lot lighting to the proposed parking areas and update recreation building parking lot lighting.
 - Providing lighting to multi-purpose field. Providing electrical and AT&T/Comcast services to the proposed concession building, concession building MEP design by others.
 - Providing under canopy lighting to proposed stage area.
 - Providing electrical infrastructure and lighting to proposed event areas.
 - Providing electrical service to proposed playground and water splash pad play area, electrical design, water, pump selections, etc. by others.
 - Providing security lighting to proposed picnic area.
 - Providing empty conduits and pull boxes for future dog park, park shelters, and board walk.
 - Providing electrical requirements to proposed entrance park monumental signs.

- CGA will conduct a preliminary design review of the draft schematic design with the City's Project Manager via an interactive teleconferencing meeting to present the draft plan and solicit feedback from City Staff.
- The City's Project Manager will provide a consolidated list of Client comments to be incorporated into the final schematic design documents. CGA will review and incorporate input received from the City as a basis for developing the Final Schematic Design Documents.

- **Task 4: Final Schematic Design and Approval Milestone**
 - CGA and any applicable sub-consultants will further refine and develop the final schematic design documents in preparation for submission to a joint meeting including CRB/CRA/CC for approval consistent with *Appendix B – Concept Plan Components* of the aforementioned Sec. 11.01.00. The final schematic design will be represented with design documents that may include diagrams, plans, sections and details to illustrate overall vision, character and materials to further communicate the iconic vision for the project.
 - CGA will attend a City Commission meeting, present the Schematic Design package with the Engineer's Estimate of Probable Cost and answer any questions that the City Commission may have.
 - If the Commission deems the conceptual plan "not in compliance" and provides a different design direction than that obtained and vetted by Staff, then any re-design to develop new plans for resubmission to Commission shall be performed under an Additional Services Agreement.

- **Task 6: Sign-off**
 - At the completion of the Schematic Design Phase, the City shall be required to issue a Notice to Proceed to advance to the Purchase Order 02.

PURCHASE ORDER 02:

(As mentioned in this proposal, the following language is being provided as an estimate of the work and tasks that will be completed once a contract for scope and fees for Purchase Order 02 has been engaged in. The cost to provide the following may vary from the estimated amount, depending on the directive received by City Commission at the time of approving the work-product delivered under Purchase Order 01.)

DESIGN DEVELOPMENT (DD) PHASE

- Task 1: Post-Approval and Design Directive Meeting
- Task 2: Pre-Application Meetings with Permitting Agencies
- Task 3: Geotechnical Engineering Analysis (via Sub-consultant)
- Task 4: Sub-surface Investigation (via Sub-consultant)
- Task 5: Development of 30%-level Development of Construction Plans
- Task 6: Final 30% Plans Approval
- Task 7: Sign-off of 30% Plans
- Task 8: Development of 60% Design Development Plans

- Task 9: Preliminary Permitting
- Task 10: Development of 90% Design Development Plans
- Task 11: Final Permitting
- Task 12: Sign-off of Design Development Plans

FINAL BID CONSTRUCTION DOCUMENTS (BD) PHASE

- Task 1: 100% Construction Drawings
- Task 2: Building Department Dry-Run
- Task 3: Provide Bid Documents

BIDDING AND AWARDED ASSISTANCE (AS) PHASE

- Task 1: Project Bidding
- Task 2: Attend the Pre-Bid Meeting
- Task 3: Respond to any Request for Clarifications during Bidding
- Task 4: Assist in Bid Evaluation

ASSUMPTIONS AND EXCLUSIONS

- **Assumptions**
 - The only services included in this contract are those identifies above. No other Services are included in this contract.
 - No offsite improvements, beyond those needed to provide vehicular access, are included in this scope.
 - Sports field lighting is being provided by MUSCO through the City. City to provide CGA with the field/park proposed photometrics and service requirements.
 - It is assumed that the existing offsite water, sewer, and drainage systems can accommodate the proposed park improvements therefore no upsizing of existing offsite utilities is included in this scope. No sanitary sewer lift stations are included.
 - CGA assumes no responsibility for the accuracy of the information provided by the City, County or other entities at the behest of the City.
 - CGA will include proportional mark-ups, expressed as contingencies, in the provision of all cost estimates. Fluctuations in market costs for unit values will occur and are expected. Where fluctuations in unit costs for labor, materials or components exceed a 10% increase for any direct or indirect reason beyond CGA's control, they shall not constitute grounds for requiring a redesign at CGA's expense.
- **Exclusions**
 - No construction phase services are included.
 - No traffic study or data collection services are included.
 - No offsite work on SE 10th Street.

- Environmental services associated with or related to the existing well-field or coordinating with the City's environmental consultant.
- Coordination through FDOT's electronic review process or obtaining FDOT permits.
- Coordination or processing through any agency other than the City for funding purposes.
- Presentation materials beyond those listed in the scope. CGA will prepare presentation materials for required approvals and will share work-in-progress with the Client during project coordination meetings.
- Meetings and presentations beyond those listed in the scope.
- Physical models or 3d models.
- Professional Renderings or Animations.
- Operations and Maintenance Planning, other than those included as part of project Close-out.
- Art and programing planning and curation.
- Security design and consulting.
- Waterproofing engineering.
- Construction As-built drawing preparation. Consultant to review As-built drawings prepared by others.
- Design mock-ups Consultant to review and approve design mockups by others if conducted.
- Client initiated changes necessitated by a change on a previous instruction or approval given by the Client or a material change in the Project including, but not limited to size, quality, complexity, schedule, budget of work resulting on an increase of the scope, or procurement or delivery method. CGA and their Subconsultant's are responsible for revisions associated with authorized Change Orders in response to errors and omissions by CGA and their Subconsultant's or Change Orders related to minor changes in work that are consistent with the intent of the Contract Documents. Change Orders will not be stand-alone packages. Where appropriate, Change Orders can be submitted as official sketches without revising official Contract Documents.
- Any work that extends beyond the schedule and timeframe for delays beyond the control of the Consultant, not including delays resulting from "Acts of God".
- Any work that is incurred because of Client directed changes in decisions once prior approvals have been made during the Design Phases of the project.
- Lighting design assumes market available off-the-shelf fixtures or off-the-shelf fixtures with some custom features. The design and engineering of custom fixtures is excluded.
- Any related design for the water features. Water feature designs by others. CGA will provide water, drainage and electrical connections as directed by water feature consultant only.
- Archeological evaluations.
- Environmental contamination evaluations.
- Any work associated with LEED certification or Sustainable SITES.

- Electrical and utilities connections design for buildings affected by the undergrounding of the existing overhead utilities. (FPL, Comcast, AT&T, etc.)

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 FOR PURCHASE ORDER 01 ONLY	
I. SCOPE OF WORK BY TASK PHASE	
A. General Services Phase	\$ 35,280.00
B. Foundation Data Collection Phase	\$ 49,080.00
C. Platting Phase	\$ 22,555.00
D. Conceptual Design Phase	\$ 92,130.00
E. Schematic Design Phase	\$ 74,290.00
F. Sub-consultant: Architecture	\$ 40,000.00
G. Sub-consultant: Structural Engineering	\$ 15,500.00
II. MEETINGS (Not included in I: A-J)	Hourly
TOTAL Lump Sum (Plus Hourly Services) \$ 328,835.00	
III. Reimbursables (Approx. 5% of Total; Belongs to the City)	\$ 15,682.00
TOTAL AMOUNT NOT TO EXCEED \$ 344,517.00	

Estimate for Future Purchase Order 02 – To be Negotiated at a later date

- **Total: \$ 362,005.30**
 - CGA Estimated Lump Sum Services: \$ 344,745.00
 - General Services: \$ 23,560.00
 - Design Development Phase: \$ 166,180.00
 - Bid Documents Phase: \$ 40,065.00
 - Bid Assistance Phase: \$ 21,150.00
 - Sub-consultants: \$ 93,790.00
 - Reimbursable Expenses (Belongs to the City): \$ 17,260.30

TERMS OF THE AGREEMENT

- Calvin, Giordano & Associates, Inc. and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.
- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.
- CLIENT agrees to indemnify, hold harmless and, at Calvin, Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin, Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from, or related to any acts, omissions or negligence of CLIENT or its consultants.
- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc., pursuant to this Agreement.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.
- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.
- PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CALVIN, GIORDANO & ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE IN NEGLIGENCE FOR ANY

CLAIMS, DAMAGES, LOSSES, OR DISPUTES ARISING OUT OF OR SUBJECT TO THE CONTRACT.

- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.
- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

MISCELLANEOUS PROVISIONS

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

TERMINATION OF THE AGREEMENT

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

shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

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

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Chris Giordano
Vice President

Cost of these services are \$344,517.00 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: _____
Name: Chris Giordano
Title: Vice President

Date: _____

CITY OF STUART

By: _____
Name: David Dyess
Title: City Manager

Date: _____

Purchase Order 01	Standard Rate	General Services		Foundation Data Collection Phase		Platting Phase		Conceptual Design Phase		Schematic Phase	
		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
LANDSCAPE ARCHITECT											
Associate, Landscape Architect	\$ 165.00	28	\$ 4,620.00	8	\$ 1,320.00		\$ -	4	\$ 660.00	12	\$ 1,980.00
Senior Landscape Architect	\$ 135.00		\$ -	8	\$ 1,080.00		\$ -	8	\$ 1,080.00	8	\$ 1,080.00
Landscape Architect	\$ 120.00	107	\$ 12,840.00	57	\$ 6,840.00		\$ -	269	\$ 32,280.00	160	\$ 19,200.00
Landscape CADD Technician	\$ 95.00		\$ -	116	\$ 11,020.00		\$ -	312	\$ 29,640.00	176	\$ 16,720.00
ENGINEERING (CIVIL)											
Associate, Engineering (VI)	\$ 190.00	24	\$ 4,560.00	14	\$ 2,660.00		\$ -	16	\$ 3,040.00	46	\$ 8,740.00
Project Manager (IV)	\$ 150.00	31	\$ 4,650.00	71	\$ 10,650.00		\$ -	34	\$ 5,100.00	136	\$ 20,400.00
CADD Technician	\$ 95.00		\$ -	24	\$ 2,280.00		\$ -		\$ -	58	\$ 5,510.00
ENGINEERING (ELECTRICAL)											
Associate, Engineering (VI)	\$ 190.00		\$ -		\$ -		\$ -		\$ -		\$ -
Project Manager (IV)	\$ 150.00	31	\$ 4,650.00		\$ -		\$ -	114	\$ 17,100.00	0	\$ -
CADD Technician	\$ 95.00		\$ -		\$ -		\$ -	34	\$ 3,230.00	0	\$ -
SURVEYING											
Senior Registered Surveyor	\$ 145.00		\$ -	38	\$ 5,510.00	28	\$ 4,060.00		\$ -		\$ -
Survey Crew	\$ 135.00		\$ -	38	\$ 5,130.00	16	\$ 2,160.00		\$ -		\$ -
Survey Coordinator	\$ 105.00		\$ -	12	\$ 1,260.00		\$ -		\$ -		\$ -
CADD Technician	\$ 95.00		\$ -	14	\$ 1,330.00	88	\$ 8,360.00		\$ -		\$ -
PLANNING											
Planning Manager	\$ 145.00		\$ -		\$ -	55	\$ 7,975.00		\$ -		\$ -
CONSTRUCTION											
Associate, Construction	\$ 165.00	24	\$ 3,960.00		\$ -		\$ -		\$ -	4	\$ 660.00

\$ 35,280.00	\$ 49,080.00	\$ 22,555.00	\$ 92,130.00	\$ 74,290.00
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CGA Professional Fees Sub-total	\$ 273,335.00
Sub-consultants	\$ 55,500.00
Total Professional Fees	\$ 328,835.00
Reimbursable Expenses (Belongs to the City)	\$ 15,682.00
Total	\$ 344,517.00

Purchase Order 02	Standard Rate	General Services		Design Development Phase		Final Bid Documents		Bid Assistance		
LANDSCAPE ARCHITECT										
Associate, Landscape Architect	\$ 165.00	20	\$ 3,300.00	14	\$ 2,310.00	10	\$ 1,650.00		\$ -	\$ -
Senior Landscape Architect	\$ 135.00		\$ -	56	\$ 7,560.00	44	\$ 5,940.00		\$ -	\$ -
Landscape Architect	\$ 120.00	69	\$ 8,280.00	292	\$ 35,040.00	46	\$ 5,520.00	44	\$ 5,280.00	\$ -
Landscape CADD Technician	\$ 95.00		\$ -	296	\$ 28,120.00	83	\$ 7,885.00	40	\$ 3,800.00	\$ -
ENGINEERING (CIVIL)										
Associate, Engineering (VI)	\$ 190.00	16	\$ 3,040.00	54	\$ 10,260.00	14	\$ 2,660.00		\$ -	\$ -
Project Manager (IV)	\$ 150.00	21	\$ 3,150.00	312	\$ 46,800.00	68	\$ 10,200.00	36	\$ 5,400.00	\$ -
CADD Technician	\$ 95.00		\$ -	154	\$ 14,630.00	48	\$ 4,560.00	26	\$ 2,470.00	\$ -
ENGINEERING (ELECTRICAL)										
Associate, Engineering (VI)	\$ 190.00		\$ -		\$ -		\$ -		\$ -	\$ -
Project Manager (IV)	\$ 150.00	21	\$ 3,150.00	80	\$ 12,000.00		\$ -	28	\$ 4,200.00	\$ -
CADD Technician	\$ 95.00		\$ -	44	\$ 4,180.00		\$ -		\$ -	\$ -
SURVEYING										
Senior Registered Surveyor	\$ 145.00		\$ -		\$ -		\$ -		\$ -	\$ -
Survey Crew	\$ 135.00		\$ -		\$ -		\$ -		\$ -	\$ -
Survey Coordinator	\$ 105.00		\$ -		\$ -		\$ -		\$ -	\$ -
CADD Technician	\$ 95.00		\$ -		\$ -		\$ -		\$ -	\$ -
PLANNING										
Planning Manager	\$ 145.00		\$ -		\$ -		\$ -		\$ -	\$ -
CONSTRUCTION										
Associate, Construction	\$ 165.00	16	\$ 2,640.00	32	\$ 5,280.00	10	\$ 1,650.00		\$ -	\$ -
			\$ 23,560.00		\$ 166,180.00		\$ 40,065.00		\$ 21,150.00	\$ -

CGA Professional Fees Sub-total	\$	250,955.00
Sub-consultants	\$	93,790.00
Total Professional Fees	\$	344,745.00
Reimbursable Expenses (Belongs to the City)	\$	17,260.30
Total	\$	362,005.30