

**TASK ORDER NUMBER 2
BETWEEN**

MARGATE COMMUNITY REDEVELOPMENT AGENCY

AND

CALVIN, GIORDANO & ASSOCIATES, INC. (CGA)

This ENGINEERING SERVICES Task Order is entered into this 9th day of February, 2022 by and between the MARGATE COMMUNITY REDEVELOPMENT AGENCY, hereinafter referred to as "MCRA" and CALVIN, GIORDANO & ASSOCIATES, INC. (CGA), hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the MCRA and the CONTRACTOR previously entered into an Agreement for Engineering Consulting Services, dated April 14, 2021 (the "Original Agreement"); and

WHEREAS, the MCRA and the CONTRACTOR are authorized to enter into Task Orders in order to provide for additional services to be provided by the CONTRACTOR for the MCRA, pursuant to the Original Agreement; and

WHEREAS, the MCRA and the CONTRACTOR desire to enter into this Task Order No. 2 in order for the CONTRACTOR to provide additional services pursuant to the Original Agreement, except as modified herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the MCRA and the CONTRACTOR agree as follows:

1. The "WHEREAS" clauses recited above are hereby incorporated herein by reference.

2. The MCRA authorizes the CONTRACTOR to perform additional services as provided in this Task Order No. 2 for the following MCRA Project:

SW 6th Street, from SR 7 to 49th Terrace: To provide additional civil engineering, landscaping and project management tasks including, but not limited to, geotechnical engineering services to assess subsurface conditions and filtration tests for swale percolation; a drainage study to assess existing and proposed drainage flows and discharge with recommendations for drainage design of the roadway corridor; parking assessment to assess the feasibility of accommodating parking spaces along S.W. 6th Street corridor with recommendation; and assessment of shared Lanes vs. buffered bicycle lanes, to include evaluation of available options for the SW 6th Street Improvements Project, as detailed in Exhibit "A" attached hereto.

3. The Scope of Services for the Project, as provided in the Original Agreement, is hereby amended in order to authorize the CONTRACTOR to provide the Scope of Services as described on **Exhibit "A"**, to this Task Order No. 2, which is attached hereto and incorporated herein by reference.

4. The Budget for the Project as stated in the Original Agreement is hereby amended to reflect the adjustments indicated on Exhibit "A" to this Task Order No.2, which is attached hereto and incorporated herein by reference. The total budget for this assignment shall not exceed: Forty-Three Thousand, Eight Hundred Dollars (\$43,800.00). Payments shall be disbursed as provided for in the Original Agreement.

5. The Completion Date for the Project as stated in the Original Agreement is hereby amended to provide for the CONSULTANT to complete the Scope of Services described in Exhibit "A" to this Task Order No. 2 no later than the number of days provided in the issuance of the Notice to Proceed.

6. This Task Order No. 2, as applicable, is approved contingent upon the MCRA's acceptance of and satisfaction with the completion of the services rendered in the previous phase (if any) or as encompassed in the Original Agreement, as may have been amended by any prior Task Orders entered into between the MCRA and the CONTRACTOR. If the MCRA, in its sole discretion, is unsatisfied with the services provided in a previous phase, or prior Task Order, the MCRA may terminate the Original Agreement without incurring any further liability.

7. The CONTRACTOR may not commence work on any Task Order, including this Task Order No.2, approved by the MCRA, without a further notice to proceed issued in writing by the MCRA Executive Director, or his authorized representative.

8. The Original Agreement, as may have been modified by prior Task Orders, and except as modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order No.2 as of the day and year indicated above.

**MARGATE COMMUNITY
REDEVELOPMENT AGENCY**

BY:


Cale Curtis, Executive Director

ATTEST:

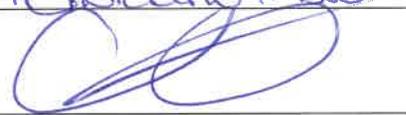


Rita Rodi, CRA Coordinator

CONTRACTOR:

Calvin Giordano Assoc. Inc.

By:



Print Name:

Chris Giordano

Title:

President

ATTEST:

By:



Print Name:

Dawn Hopkins

Title:

Secretary

(CORPORATE SEAL)



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January 26, 2022

Ms. Arlene Walcott, AICP
Margate Community Redevelopment Agency
5790 Margate Boulevard
Margate, FL 33063

RE: SW 6th Street Improvements – Additional Services
CGA Proposal No. 21-4428
City Task Order No.

Dear Ms. Walcott,

Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit this proposal to the Margate Community Redevelopment Agency (CRA) for Additional Services on the SW 6th Street Improvement project from SR 7 (US 441) to SW 49th Terrace located in Broward County.

During the Board Meeting on October 13, 2021, various study and design questions were raised by board members and residents as feedback to the presentation given on the project concepts. Based on the feedback, the City Manager requested the expansion of the scope to include additional engineering services that were not included in the original scope. The scope of the additional engineering services is detailed below.

1. TASK 1

1.1. DATA COLLECTION AND STUDIES

A. CIVIL ENGINEERING

• **Geotechnical Engineering Services**

- Four (4) Standard Penetration Tests (SPTs) to a depth of 10 ft, two (2) on each side of the road, for subsurface conditions and one (1) exfiltration test for hydraulic conductivity and one (1) infiltration test for swale percolation.
- A Geotechnical Engineering Report with results of the exfiltration and infiltration testing, and recommendations.

- **Drainage Study**

- Research existing permits and meet, as necessary, with City and South Florida Water Management District (SFWMD) to discuss existing conditions and permit requirements.
- CGA will study existing and proposed drainage flows and discharge locations. For the new swales, we will evaluate the amount of surface water being retained in the swales vs. the amount of water flowing to the canal.
- CGA will assess the high-water levels (HWL) in the canals and determine if discharge to the canals would be feasible in a significant rain event.

CGA shall include an assessment of existing canals to determine whether they can accept storm-water discharge from the project area. (City/CRA Comment a.)

- CGA will size the swales to handle certain volumes of surface runoff required for water quality treatment, given that there are additional impervious areas, and implement measures to reduce flooding.

If CGA recommends that drainage swales are retained, they shall suggest measures that may be implemented to abate flooding. (City/CRA Comment c.)

- CGA will determine drainage catchment areas, pervious and impervious, in pre and post conditions, for recommendations on the drainage design of the roadway corridor.
- CGA will evaluate the soil characteristics and its hydraulic conductivity to check water infiltration rates of the soil. CGA will investigate alternative mechanisms to provide water quality such as exfiltration trenches and stormwater filtration devices.
- CGA will perform drainage evaluation of the ponding areas near residential houses or other specific problem areas within the project limits described by City staff and/or Commission.
- CGA will conduct a hydraulic analysis that will determine if a network of pipes and inlets is a valuable alternative in lieu of water naturally dissipating in the ground.

CGA shall present clear recommendations to either retain existing drainage swales or replace them with a drainage network. (City/CRA Comment b.)

- The analyses, calculations, and findings will be included in the Final Feasibility Study Report. Conceptual drainage design will be included in the Conceptual Plans. Drainage evaluation will be performed on one proposed layout for the corridor.

The Civil Engineering fee has been increased due to the City/CRA review comments highlighted above, which were received on December 28, 2021.

- **Parking**

- CGA will investigate the feasibility of accommodating parking spaces along SW 6th St. based on typical section design configuration, right-of-way availability, and locations where parking spaces are most needed.
- CGA will present two (2) layout and typical section options for the City and CRA to review and select the best option(s) for inclusion in the Conceptual Plans. Also, evaluation and findings will be included in the Feasibility Study Report.

- **Shared Lanes vs. Buffered Bicycle Lanes**

- Initially, CGA evaluated the options of having a shared lane with bicyclists versus having a buffered bicycle lane adjacent to the travel lane on residential streets and presented them as typical section options. Shared use paths with the shared lane option were the chosen/preferred option by the City and CRA. The City would like to go back and further discuss the typical section options based on Commission and residents' feedback.
- CGA will use the feedback to further evaluate the options considering right-of-way availability, shared use path widths, widths of drainage swales, bicyclists' safety, speed control, and governing criterion.

B. LANDSCAPE ARCHITECTURE

- Based on the Survey prepared by CGA and the Tree Disposition Plans for the existing trees and palms within the right-of-way, CGA's Landscape Architecture staff will study where additional street trees may be planted in swales.
- Assist CGA's Civil Engineering staff with the expanded drainage study and then coordinate the proposed locations of the street trees and landscape design with the recommended drainage design concept.

1.2. CONCEPTUAL PLANS

A. CIVIL ENGINEERING

- Following the City staff review of the recommended solutions and decision on the most feasible options, CGA will include the selected drainage design solutions and concepts in the conceptual plans and preferred typical sections.
- CGA will include the selected parking spaces configuration in the conceptual layout plans and preferred typical sections.
- CGA will include the City's selected option for bicyclists, whether a shared lane or buffered bicyclist lane, in the conceptual plans and preferred typical sections.
- CGA will include the drainage design, parking spaces configuration, and bicyclist accommodation changes in the order of magnitude cost estimate.

B. LANDSCAPE ARCHITECTURE

- Coordinate the conceptual landscape design plans with CGA's Civil Engineering staff, specifically in regard to the conceptual drainage design being recommended.

1.3. FEASIBILITY STUDY REPORT

A. CIVIL ENGINEERING

- CGA will prepare drainage calculations, analyses, details, and recommendations to be included in the Feasibility Study Report. The report shall also include additional collected data and criteria.
- CGA will include the investigation, findings, and selection of the preferred options for parking spaces configuration and bicyclists' accommodation in the Feasibility Study Report.

B. LANDSCAPE ARCHITECTURE

- Assist CGA's Civil Engineering staff with the preparation of the feasibility study report.

2. TASK 2 – PROJECT MANAGEMENT

- CGA shall provide project management and coordination throughout the additional services and meetings. This includes the following:
 - Coordination of the design team, geotechnical subconsultant deliverables, adherence of design to the CITY's goals and objectives, and interactions with CITY Staff.

- Prompt resolutions of issues that may arise during various studies, conceptual design or pre-app permitting process. Status updates shall be submitted to the CITY at key milestones and invoices, indicating percent complete for each task.
- Attendance of meetings with CRA/CITY. Preparation of an agenda and meeting minutes.
- Quality Assurance/Quality Control - Review of the documented data based on the expanded studies, conceptual design, and updated cost estimate.

Project Management fee has been added due to the additional services required for this project.

3. ASSUMPTIONS AND EXCLUSIONS

The only services included in this contract are those specifically identified above. In addition to the assumptions and exclusions listed in the original scope of work, the following are added for this scope:

- The scope does not include full design or plans production.
- Permitting is not included.
- Subsurface Utility Exploration is not included.

BASIS OF PROPOSAL

1. 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.
2. 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.
3. 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.
4. Calvin, Giordano & Associates, Inc. will require that all subconsultants carry proper insurance, including professional liability insurance, if appropriate.

5. Only meetings specifically noted in the fee proposal are included in this proposal. If additional meetings beyond those mentioned are required, they shall be bill at the attached hourly rates.

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:

1. Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, environmental assessment, power, gas, telephone, cable television, site lighting services.
2. Calculations of off-site flood stages.
3. Construction quality control inspections.
4. Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
5. Permit application or negotiation with permitting authorities other than those specifically listed herein.
6. Preparation of construction contract documents such as bid schedule and project manual.
7. 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).
8. 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.
9. 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.
10. Updated boundary survey, site evaluation or closing assistance work, unless specified above.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. and its subconsultants 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.

FEES

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

COST BREAKDOWN BY TASK

Discipline	Cost
Task 1 - Data Collection, Conceptual Plans, and Study Report	
Civil	\$29,865
Landscape Architecture	\$5,060
Geotechnical Services	\$4,375
Total Task 1 =	\$39,300
Task 2 - Project Management	
Civil	\$4,500
Total Task 4 =	\$4,500
Total Proposal Fee =	43,800.00

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
President

Cost of these services are **\$43,800** plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

CALVIN, GIORDANO & ASSOCIATES, INC.

By: _____

Date: _____

Name: Chris Giordano

Title: President

By: _____

Date: _____

Name: Arlene Walcott, AICP

Title: Margate CRA Representative

COST BREAKDOWN BY PERSONNEL

Civil Engineering

Personnel Classification	Hourly Rate	Total Hours	Total Cost
Engineering Director	\$175	5	\$875
Construction Mgmt Director	\$135	0	\$0
Project Manager	\$150	128	\$19,200
Engineer	\$110	84	\$9,240
CADD Technician	\$95	50	\$4,750
Clerk	\$75	4	\$300
Total Civil =			\$34,365

Landscape Architecture

Personnel Classification	Hourly Rate	Total Hours	Total Cost
Associate Landscape Architect	\$165	4	\$660
Env. Specialist	\$105	0	\$0
Landscape Architect	\$120	24	\$2,880
CADD Technician	\$95	16	\$1,520
Total Landscape Architecture =			\$5,060

Geotechnical Services

Total = \$4,375

Total Proposal Fee = \$43,800.00

COST BREAKDOWN BY TASK

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Total Task 4 =	\$4,500
Total Proposal Fee =	43,800.00

Task 1 - Data Collection, Conceptual Plans, and Study Report

Civil Items	Units	No. of Units	CAD Hours/ Unit	Total CAD Hours	Engineering Director	Project Manager	Engineer	Construction Mgmt. Director	Clerk	Additional Amount
Site Visits	EA			0						
Obtaining Canals Data and Measurements	LS	1	4	4		4	8			\$1,860
Utility Coordination	LS			0						
Parking Study	LS	1	4	4		12	8			\$440
Shared Lane vs. Buffered Bike Lane Study	LS	1	8	8	1	16	8			\$380
Drainage Study	LS	1	16	16	1	40	44		4	\$2,400
Conceptual Plans	LS	1	18	18		4				\$490
High-Level Cost Estimate	LS			0		4	8			
Meetings	EA			0		6				\$600
QA/QC Review	LS			0	2					
Feasibility Study Report	LS			0	1	12	8			\$1,040
Baseline Schedule	LS			0						
Subtotal =				50	5	98	84	0	4	\$7,210
Rates =				\$95	\$175	\$150	\$110	\$135	\$75	
Total Civil Cost =				\$4,750	\$875	\$14,700	\$9,240	\$0	\$300	

\$29,865

Previous Fee = **\$22,655**

Landscape Items	Units	No. of Units	CAD Hours/ Unit	Total CAD Hours	Associate Landscape Architect	Env. Specialist	Landscape Architect			
Site Visit	EA			0						
Data Collection & Tree Disposition Plan	LS			0						
Typical Road Sections and Cost Estimates	LS	1	6	6	2		4			
Conceptual Plans and Cost Estimate	LS	1	10	10	2		12			
Feasibility Study Report & Review Meetings	LS			0			8			
Subtotal =				16	4	0	24	0	0	
Rates =				\$95	\$165	\$105	\$120	\$0	\$0	
Total Landscape Cost =				\$1,520	\$660	\$0	\$2,880	\$0	\$0	

\$5,060

Geotechnical Services

Total = **\$4,375**

Task 2 - Project Management

Civil Items	Units	No. of Units	CAD Hours/ Unit	Total CAD Hours	Engineering Director	Project Manager	Engineer	Construction Mgmt Director	Clerk
Project Management	LS			0		30			
				0					
Subtotal =				0	0	30	0	0	0
Rates =				\$95	\$175	\$150	\$110	\$135	\$75
Total Civil Cost =				\$0	\$0	\$4,500	\$0	\$0	\$0
						\$4,500			