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APPROVED AS TO FORM:

  
\_\_\_\_\_  
Eve Boutsis,  
Village Attorney

FINAL VOTE AT ADOPTION:

Mayor Eugene P. Flinn, Jr.	<u>YES</u>
Vice Mayor Brian W. Pariser	<u>YES</u>
Council Member Ed Feller	<u>YES</u>
Council Member Howard J. Tendrich	<u>YES</u>
Council Member Shelley Stanczyk	<u>YES</u>

July 7, 2010

Mrs. Fanny Carmona-Gonzalez  
Parks and Recreation Director  
**Village of Palmetto Bay**  
8950 SW 152<sup>nd</sup> Street  
Palmetto Bay, FL 33157

**RE: Palmetto Bay Thalatta Estate Park LA Planting Design Services**  
CG&A No. 10-3477

Dear Mrs. Carmona-Gonzalez:

We are pleased to submit this proposal for Professional Services on the above referenced project located in the City of Miami-Dade.

We appreciate the opportunity to provide this fee proposal to the Village of Palmetto Bay. As we understand from our meeting on-site with staff, the scope for the project consists in the following tasks: (a) Preparing a landscape planting and irrigation plan for Phase 1 of the Thalatta Estate Park property, (b) prepare an electrical design plan to upright the existing ficus tree west of the historic property, light-wash the entrance western wall, and provide landscape lighting around the existing pond areas southwest of the historic building, and (c) preparing a conceptual planting illustration for Phase 2 to serve as a guide for its future development – no construction documents or specifications for this Phase 2 will be prepared at this time.

**I. Professional Landscape Architectural Services**

- A. Phase Definitions: Phase 1 shall be defined as the areas from the Old Cutler Road Right-of-Way stretching eastward to 435 Linear Feet from the westernmost façade of the existing building (approximately 50 feet west of the adjacent South Florida Water Management District (SFWMD) Canal Dam Structure) [Total Area approximately 2.87 Acres]; and Phase 2 shall be defined as the areas from the western boundary defining Phase 1 eastward for approximately 460 Linear Feet (approximately 40 feet beyond the northeastern tip of the upland property) [Total Area approximately 1.8 Acres);
- B. As such, we comprehend that an entire phase may/may not be built out at one time but may be implemented on a strategic set of priorities: based on either programming needs for use of the facility, funding, or based on construction impacts. These priorities will be established and ranked by the Village. It is based on this understanding that we have prepared this proposal, as well on preliminary conversations about anticipated uses and

objectives established by the Village of Palmetto Bay for revenue-generating improvements on-site and to which the design will respond to.

C. The Village shall provide CGA with a final, accepted Site Plan upon which to prepare the planting plan and construction documents, landscaping construction documents and specifications for Phase 1. This site plan shall be accurately scaled, in a workable, digital DWG format, shall include boundary survey information (may include topographic data), and shall provide indications, locations and descriptions of all existing and proposed site plan improvements drawn to detail, including, at a minimum, property lines, Right-of-Way lines, all easements designations, buildings outlines, paved areas, asphalted areas, parking spaces, wall features, existing vegetation, gates, signage, lighting, fences, water features, all hardscape conditions and all pervious areas to be planted. This Site Plan shall be deemed necessary in order to meet the expressed goals of the project, including:

1. Item 1: Applicable to the entire site, the planting design should be conceived in a manner that Phase 1 responds to anticipated uses including outdoor weddings and events with a projected occupancy of 200 guests (the average US wedding has 175 guests [Source: National Assoc. of Wedding Ministers]), whereas Phase 2, in compliment to Phase 1, can respond to anticipated open air events, such as concerts, musical performances and gatherings;
2. Applicable to Phase 1 only, prepare planting strategies that integrate Village-approved architectural plans for renovations, annexations and restorations of the existing building (Village shall provide final, approved plans for design consideration);
3. Applicable to Phase 1 Only, prepare a planting strategy, planting plans, specifications and irrigation design to compliment spatial designs identified in the provided site plan, providing for necessary privacy buffer and enhancing view sheds and corridors;
4. Applicable to Phase 1 only, incorporate landscape architectural features for the overall branding and theatrics of the planting design as necessary and appropriate, including urns, pots, statuettes, boulders, quarried rock features, pergolas, arbors, and trellises;
5. Applicable to Phase 1 only, prepare a landscape character lighting strategy for the aforementioned specific areas (uplight the existing ficus tree west of the historic property, light-wash the entrance western wall, and provide landscape lighting around the existing pond areas southwest of the historic building), electrical plans and specifications;
6. Applicable to Phase 2 only, prepare a conceptual illustrative graphic to illustrate continuity of planting design between Phases 1 and 2.

## **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 design and/or 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 final planting plans are submitted to the Village.
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to the 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, subcontractor, 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 are not included in this proposal.
- These services have been developed with the understanding that the Village shall provide all necessary digital CAD (dwg format) files including boundary survey data, water and sewer locations, electrical locations and improvements, building locations, site improvements, parking locations, and all other proposed site and architectural modifications on-site.
- In order to provide the included electrical services, the Village shall provide all As-Built electrical drawings for the anticipated connections of any future, proposed electrical features and components.

## 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, and 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 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.
- Construction site observation, inspection or administration services
- Review or re-review of rejected shop drawings.
- Review and approval of Contractor pay requests.
- Review of any data supplied by the CLIENT (i.e. site plans, surveys, 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.
- Site visits to determine if existing electrical panel has carrying capacity for additional landscape lighting
- Re-engineering of electrical services and panel load distribution as a result of any new landscape lighting.

**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 of duration of meetings, no meetings are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

**SCHEDULE OF FEES**

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

**PROPOSED SCHEDULE OF FEES**

<b>I.</b>	<b>Professional Landscape Architectural Services</b>	<b>\$17,930.00</b>
	Preliminary Landscape Architecture	\$10,545.00
	Final Landscape Architecture	\$ 7,385.00
<b>II.</b>	<b>Meetings not included, to be billed hourly</b>	<b>Hourly</b>
	<b>TOTAL (Plus Hourly Services)</b>	<b>\$17,930.00</b>

Any additional services or studies not specifically outlined in the Scope of Services will be

considered as Additional Services to this agreement.

## TERMS OF THE AGREEMENT

- All aspects of GIS data development created by Calvin, Giordano & Associates, Inc., will be property of the CLIENT and will be given to the CLIENT at time of project completion.
- 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. 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. liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc., pursuant to this Agreement.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination,

together with Reimbursable Expenses then due.

- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.
- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.
- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

#### MISCELLANEOUS PROVISIONS

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

#### TERMINATION OF THE AGREEMENT

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to

make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

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

Sincerely,

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

Dennis J. Giordano  
President

CC: Jesus Cruz, Accountant

DRAFT



ACCEPTANCE OF CONTRACT

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Calvin, Giordano & Associates, Inc.

By:

Date: \_\_\_\_\_

Name: Dennis J. Giordano  
Title: President

By:

Date: \_\_\_\_\_

Name: Mrs. Fanny Carmona-Gonzalez  
Title: Parks and Recreation Director

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