



July 2, 2024

Mr. Sean Henderson  
Executive Director  
Lauderhill Community Redevelopment Agency (CRA)  
5581 West Oakland Park Blvd  
Lauderhill, FL 33313

**RE: Renaissance Plaza Entitlement Assessment**  
CGA Proposal No. 24-8267

Dear Mr. Henderson,

We are pleased to submit this proposal for Professional Services on the above referenced project.

**I. Professional Planning Services**

**A. Review recorded plat to determine restriction on the plat note and/or amendments.**

1. CGA will review the plat to see if there are any notes or restrictions on the plat that will impact the proposed development. If an amendment is needed to remove a note or amend access to the parcel, additional scope and fee will be necessary.
2. This process will also include one (1) meeting with Broward County if needed to discuss application.

**B. Review City’s LDR for replat requirements for sub-divisions.**

1. CGA will review existing platting requirements within the City’s Code to determine if a municipal process is required to subdivide a platted property.
2. CGA will draft and submit a platting determination letter to the Broward County Planning Council (BCPC). If a replat is required, additional scope and fee will be necessary.
3. One (1) meeting with BCPC staff to discuss application.

Building Code Services  
 Civil Engineering / Roadway & Highway Design  
 Coastal Engineering  
 Code Enforcement  
 Construction Engineering & Inspection (CEI)  
 Construction Services  
 Data Technologies & Development  
 Electrical Engineering  
 Engineering  
 Environmental Services  
 Facilities Management  
 Grant Management & Writing  
 Geographic Information Systems (GIS)  
 Governmental Services  
 Indoor Air Quality (IAQ)  
 Landscape Architecture  
 Planning  
 Project Management  
 Redevelopment & Urban Design  
 Surveying & Mapping  
 Transportation & Mobility  
 Transportation Planning  
 Water / Utilities Engineering  
 Website Development

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

[www.cgasolutions.com](http://www.cgasolutions.com)

- C. Review City's flex requirements.
  - 1. Complete and submit residential flexibility application to the City.
- D. Complete and submit rezoning application to the City
  - 1. Coordinate documents for rezoning submittal with the owner and architect.
  - 2. Prepare a sketch and Legal Description and for submittal.
  - 3. Complete application and draft narrative requesting the rezoning.
- E. Public Outreach- Community meeting
  - 1. Facilitate one public outreach meeting to discuss the project and assist the public in answering questions regarding the proposed development.  
**Note: Notifications to affected property owners, Homeowners Association and Civic Associations will be completed by the property owner.**
- F. Adoption of Rezoning and Allocation of Flexibility Units
  - 1. Prepare presentation for Planning and Zoning and City Commission meetings.
  - 2. Attend Planning and Zoning Board meeting
  - 3. Attend City Commission meeting - 1st reading of Ordinance for Rezoning
  - 4. Attend City Commission meeting- 2nd reading of Ordinance and Allocation of Flexibility Units.

## **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 an hourly fee as shown in the proposed Schedule of Fees:

<b>PROPOSED SCHEDULE OF FEES</b>		
<b>I</b>	<b>Professional Planning Services</b>	<b>\$31,548.00</b>
<b>II</b>	<b>Meetings not included in I thru I</b>	<b>Hourly</b>
<b>TOTAL</b>		<b>\$31,548.00</b>

### **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.**

*Jenna Martinetti*

Jenna Martinetti

Director of Engineering

Cost of these services are \$31,548.00 plus hourly as noted in fee breakdown.

**ACCEPTANCE OF CONTRACT**

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

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

Name: Jenna Martinetti

Title: Director of Engineering

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

Name: Mr. Sean Henderson

Title: Executive Director