

RESOLUTION NO. 70-11-06

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CALVIN, GIORDANO & ASSOCIATES, INC., TO CREATE A WORKING DATABASE TO TRACK PROPERTIES IN THE IMPLEMENTATION OF THE TOWN'S SWALE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town has solicited competitive proposals for the creation of a database program to register and monitor properties that are affected by the Town's new swale ordinance which was enacted in August of 2006; and

WHEREAS, Calvin, Giordano & Associates Inc., was the lowest responsive and responsible proposer in the procurement process and has offered to provide the required services and complete the project within the time frame required by the Town;

WHEREAS, the terms and conditions of the contract between the Town and Calvin, Giordano & Associates Inc., are set forth in the contract attached hereto as **Exhibit "A"** ("Contract") and incorporated herein by reference

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

Section 1. The whereas clauses are hereby incorporated herein as true and correct findings of fact of the Town Commission.

Section 2. The Mayor is hereby authorized and directed to execute the Contract attached hereto as **Exhibit "A"** between the Town of Lake Park and Calvin, Giordano & Associates, Inc.

Section 3. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Commissioner Balius, who moved its adoption. The motion was seconded by Commissioner Osterman, and upon being put to a roll call vote, the vote was as follows:

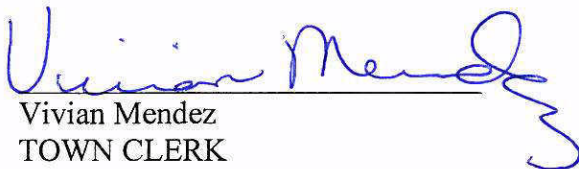
	AYE	NAY
MAYOR PAUL W. CASTRO	<u>Absent</u>	___
VICE-MAYOR ED DALY	<u>X</u>	___
COMMISSIONER CHUCK BALIUS	<u>X</u>	___
COMMISSIONER JEFF CAREY	<u>X</u>	___
COMMISSIONER PATRICIA OSTERMAN	<u>X</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 70-11-06 duly passed and adopted this 6 day of December, 2006.

TOWN OF LAKE PARK, FLORIDA


BY: 
PAUL W. CASTRO
MAYOR

ATTEST:


Vivian Mendez
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



October 16, 2006

Mr. Joseph S. Kroll
Public Works Director
The Town of Lake Park
650 Old Dixie Highway
Lake Park, Florida 33403

RE: INKforce™ Tree Permitting System Town of Lake Park
CGA Proposal No. 06-5927

Dear Mr. Kroll,

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

SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc will perform the following services based on our understanding of the project requirements.

The Tree Permitting Management System will require these essential modifications in order to properly manage and track tree permits:

1. Modifications to the application process. This will require CGA to alter the current permit application to retrofit the Town of Lake Park public works permit application. The system will support two types of permitting applications
 - a. Swale Permits
 - b. Utility Permits
2. Modifications to the Permitting Application Step process to fill in the Town of Lake Parks tree ordinances requirements.
3. Create the report framework required to print out the necessary applications listed below.
 - a. Tree Application
 - b. Tree Permit
 - c. Certificate of Compliance

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

560 Village Blvd., Suite 340
West Palm Beach, FL 33409
Phone: 561.684.6161
Fax: 561.684.6360

www.calvin-giordano.com

4. Modifications to the backend database to support the application storage and data retrieval.
5. Application integration for the GIS tree data layer will be updated through the sketch diagrams and uploaded into the system.

BASIS OF PROPOSAL

- Calvin, Giordano & Associates, Inc. will ensure that all consultants carry proper insurance, including professional liability insurance, if appropriate.

Time Frame

The project will take 60 days after acceptance of this agreement.

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:
- 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.
- Review of Data supplied by the Client (ie. GIS data sets, databases, Aerial images, etc.) required for integration into this project describe in the scope of services.

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 will be invoiced directly to the CLIENT at a multiplier of 1.25.

Meeting Attendance

Due to the difficulties of predicting the number or duration of meetings, **two (2) 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 amount of \$10,000.00.

TERMS OF THE AGREEMENT

- 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.
- Calvin, Giordano & Associates, Inc. agrees to indemnify, hold harmless and, at CLIENT's option, defend or pay for an attorney selected by CLIENT, to defend CLIENT, 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 Calvin Giordano & Associates, Inc.
- 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.
- 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.
- All aspects of development created by Calvin, Giordano & Associates will be property of the CLIENT and will given to the CLIENT at time of project completion.
- 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.
- 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.

MISCELLANEOUS PROVISIONS

- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.
- 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.

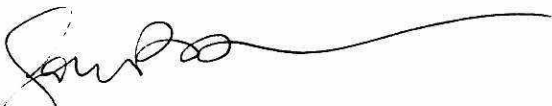
TERMINATION OF THE AGREEMENT

- 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.



John P. Downes, P.E.
Executive Vice-President

HP\jm

Attachment

Cost of these services are \$10,000.00

ACCEPTANCE OF CONTRACT

Calvin, Giordano & Associates, Inc.

By:  Date: 10/17/06

Name: John P. Downes, P.E.
Title: Executive Vice-President

Town of Lake Park

By:  Date: 12/6/06

Name: Joseph S. Kroll
Title: Public Works Director



PROFESSIONAL FEE SCHEDULE

Principal	200.00	Executive Assistant	70.00
ENGINEERING		PLANNING	
Associate, Engineering (VI)	175.00	Associate, Planning	150.00
Director, Engineering (V)	150.00	Director of Planning	130.00
Project Manager (IV)	130.00	Planning Administrator	120.00
Resident Inspector	120.00	Assistant Director	110.00
Project Engineer (III)	120.00	Planner	90.00
Engineer (II)	100.00	Jr. Planner	75.00
Jr. Engineer (I)	85.00		
Senior CADD Technician Manager	100.00	EXPERT WITNESS	
CADD Technician	80.00	Principal/Associate	300.00
Traffic Technician	75.00	Registered Engineer/Surveyor	250.00
Permit Administrator	75.00	Project Engineer	200.00
Clerical	70.00		
DATA TECH DEVELOPMENT		LANDSCAPE ARCHITECT	
Associate, Data Tech Dev.	150.00	Associate, Landscape	150.00
GIS Coordinator	130.00	Senior Landscape Architect	115.00
GIS Specialist	110.00	Environmental Administrator	110.00
Multi-Media 3D Developer	90.00	Landscape Architect	100.00
GIS Technician	80.00	Environmental Specialist	90.00
Sr. Applications Developer		Landscape CADD Technician	80.00
Private	160.00	Environmental Assistant	70.00
Public	160.00		
Applications Developer		SURVEYING	
Private	120.00	Associate, Surveying	160.00
Public	120.00	Hydrographic Survey Crew	325.00
Network Engineer	130.00	G.P.S. Survey Crew	140.00
		Survey Crew	125.00
CONSTRUCTION		Senior Registered Surveyor	130.00
Associate, Construction	150.00	Survey Coordinator	85.00
Construction Management Director	120.00	CADD Technician	80.00
Senior Inspector	90.00	Submeter G.P.S	65.00
EMERGENCY MANAGEMENT		MICROBIAL/INDOOR AIR QUALITY SERVICES	
Director	130.00	Sr. Environmental Scientist	100.00
Planner	90.00	Environmental Scientist	85.00
Jr. Planner	75.00		

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

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West Palm Beach, FL 33409
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Fax: 561.684.6360

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