



# AGENDA

Special Call  
Community Redevelopment Agency  
Meeting  
Wednesday, October 3, 2007, 7:30 P.M.  
Lake Park Town Hall  
535 Park Avenue

|                                 |   |                           |
|---------------------------------|---|---------------------------|
| <b>Paul Castro</b>              | — | <b>Chair</b>              |
| <b>Edward Daly</b>              | — | <b>Vice-Chair</b>         |
| <b>G. Chuck Balius</b>          | — | <b>Board Member</b>       |
| <b>Jeff Carey</b>               | — | <b>Board Member</b>       |
| <b>Patricia Osterman</b>        | — | <b>Board Member</b>       |
| <b>Christiane Francois</b>      | — | <b>Board Member</b>       |
| <b>Michelle McKenzie-Suiter</b> | — | <b>Board Member</b>       |
| <hr/>                           |   |                           |
| <b>Maria V. Davis</b>           | — | <b>Executive Director</b> |
| <b>Vivian Mendez</b>            | — | <b>Town Clerk</b>         |

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

- A. **CALL TO ORDER**
- B. **PLEDGE OF ALLEGIANCE**
- C. **ROLL CALL**
- D. **ADDITIONS/DELETIONS - APPROVAL OF AGENDA**
- E. **PRESENTATION**  
Revised Alleyway Improvements Project – Calvin Giordano & Associates
- F. **GENERAL APPROVAL OF ITEM:**
  - 1. **Special Call CRA Meeting Minutes of September 12, 2007** Tab 1
  - 2. **Design and Construction Administration Services for Park Avenue Commercial District Landscape Rehabilitation Project** Tab 2
- G. **ADJOURNMENT**

# Presentation

# TAB 1





**Town of Lake Park**  
**Special Call**  
**Community Redevelopment Agency Meeting**  
**Town Hall Commission Chambers**  
**535 Park Avenue, Florida 33403**  
**Wednesday, September 12, 2007 7:30 p.m.**

The Community Redevelopment Agency met for the purpose of a Special Call CRA Meeting on Wednesday, September 12, 2007 at 7:30 p.m. Present were Chair Castro, Vice Chair Daly, Board Members Carey, Balius, Osterman, Suiter, Francois, Executive Director Maria Davis and Town Clerk Vivian Mendez.

Chair Castro led the Pledge of Allegiance.  
 Town Clerk Vivian Mendez performed the Roll Call.

**ADDITIONS/DELETIONS/APPROVAL OF AGENDA**

None.

**Motion: A motion was made by Board Member Balius to approve the agenda; Vice-Chair Daly made the second.**

Vote on Motion:

| Board Member          | Aye | Nay | Other |
|-----------------------|-----|-----|-------|
| Board Member Balius   | X   |     |       |
| Board Member Carey    | X   |     |       |
| Board Member Osterman | X   |     |       |
| Vice Chair Daly       | X   |     |       |
| Chair Castro          | X   |     |       |
| Board Member Francois | X   |     |       |
| Board Member Suiter   | X   |     |       |

Motion passed 7-0.

**Discussions and Possible Action**

1. Special Call CRA Meeting Minutes of May 16, 2007.

**Motion: A motion was made by Board Member Balius to approve Special Call CRA Meeting Minutes of May 16, 2007; Board Member Francois made the second.**

Vote on Motion:

| Board Member          | Aye | Nay | Other |
|-----------------------|-----|-----|-------|
| Board Member Balius   | X   |     |       |
| Board Member Carey    | X   |     |       |
| Board Member Osterman | X   |     |       |
| Vice Chair Daly       | X   |     |       |
| Chair Castro          | X   |     |       |
| Board Member Francois | X   |     |       |
| Board Member Suiter   | X   |     |       |

Motion passed 7-0.

2. CRA Budget Workshop Meeting Minutes of August 8, 2007.

**Motion: A motion was made by Vice-Chair Daly to approve the CRA Budget Workshop Meeting Minutes of August 8, 2007; Board Member Francois made the second.**

Vote on Motion:

| Board Member                     | Aye | Nay | Other |
|----------------------------------|-----|-----|-------|
| Board Member Balius              | X   |     |       |
| Board Member Carey               | X   |     |       |
| Board Member Osterman            | X   |     |       |
| Vice Chair Daly                  | X   |     |       |
| Chair Castro                     | X   |     |       |
| Board Member Christiane Francois | X   |     |       |
| Board Member Michelle Suiter     | X   |     |       |

Motion passed 7-0.

**PUBLIC HEARING**

**RESOLUTION(S):**

**RESOLUTION NO. 01-09-07 – Budget**

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK ADOPTING THE 2007-2008 FISCAL YEAR BUDGET.**

**Public Comment Open.**

*None*

**Public Comment Closed.**

**Motion: A motion was made by Board Member Balius to approve Resolution No. 01-09-07; Board Member Suiter made the second.**

Vote on Motion:

| Board Member          | Aye | Nay | Other |
|-----------------------|-----|-----|-------|
| Board Member Balius   | X   |     |       |
| Board Member Carey    | X   |     |       |
| Board Member Osterman | X   |     |       |
| Vice Chair Daly       | X   |     |       |
| Chair Castro          | X   |     |       |
| Board Member Francois | X   |     |       |
| Board Member Suiter   | X   |     |       |

Motion passed 7-0.

**RESOLUTION NO. 02-09-07 - Contract for Chris Wayne & Associates for landscape services for the 10<sup>th</sup> St. and Park Ave.**

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A LANDSCAPE MAINTENANCE AGREEMENT BETWEEN THE CRA OF THE TOWN OF LAKE PARK, FLORIDA AND CHRIS WAYNE AND ASSOCIATES, INC.; AND PROVIDING AN EFFECTIVE DATE.**

**Public Comment Open.**

*Merilee Tutcik 623 7<sup>th</sup> St.* – asked for the status of the landscape contract for 10<sup>th</sup> St. and Park Ave. She asked if the areas that would be cut had been determined. She described which areas had been cut in the past. She complained when driving down Park Ave. people would see only one side of the sidewalk maintained and the other side was out of control because Public Works cut all the way to the alley on one side of the street.

Executive Director Maria Davis explained that both sides of the sidewalk on Park Ave. would be cut and maintained. She would have to look at the contracted scope of work. Generally the public maintains the swale.

Ms. Tutcik stated that there were commercial areas from 7<sup>th</sup> St. from the corner to the alleyway on the West side that had not been maintained in the past.

Chair Castro stated that the area that Ms. Tutcik was discussing should have been maintained.

Ms. Tutcik stated that the maintenance of the alleyway area had been sporadic. She spoke to the Public Works Director in the past but he stated that it was not the Public Works' responsibility. She stated that the objective was to make the CRA District have a nice aesthetic appearance.

Chair Castro stated that Executive Director Davis would contact Ms. Tutcik to give her the status of the landscape maintenance on Park Ave.

**Public Comment Closed.**

### **CRA COMMENTS**

Executive Director Davis then turned the Board's attention to the CRA Budget. She wanted to make sure that the board saw the backup and the items that were added to the budget. She wanted to make the board aware that she had increased the line item for the repairs and maintenance to accommodate the landscape of the street and that appropriate backup had been provided.

Chair Castro asked if the bollards on 8<sup>th</sup> St. would be repaired.

Executive Director Davis stated that the bollards on 8<sup>th</sup> St. were repaired.

Chair Castro stated that there was a bollard that still needed repair at the north east corner of 8<sup>th</sup> St.

Vice-Chair Daly stated that the bollard at the north east corner of 8<sup>th</sup> St. was repaired but someone had since broken it.

Board Member Balius asked how Executive Director Davis found out about the contractor for landscape maintenance.

Executive Director Davis explained that the landscape maintenance contractor had been awarded the bid on the 10<sup>th</sup> St. landscape installation. After working with him on the landscape installation, it was discovered that he has a contract with Manalapan and Riviera Beach and some other high end developments. They checked his references and found that he did excellent work.

Board Member Francois stated that there was a median just before Town Hall that once had a tree but now has only mulch. She asked if anything would be replanted in the median.

Executive Director Davis stated that staff was working on redesigning a streetscape along Park Avenue and past the clock tower.

Chair Castro stated that Public Works had let the landscaping die, or had pulled it out without replacing it. He stated that Resolution No. 02-09-07 was the first step in maintaining the landscaping and keeping the plantings healthy.

Chair Castro stated that the One Park Ave project was a disgrace. The grass was at least three feet tall, and the retention area was disgusting with trash all over. There was also trash all over



the CRA area of Date Palm Dr. He directed Town Manager Maria Davis to have staff clean up those areas.

Board Member Balius stated that Information Technology Officer, Hoa Hoang, had made a zoning map of the Town. He asked if he could be provided with an updated copy.

Board Member Carey asked if any business owners had applied for signage contributions.

Executive Director Davis stated that someone had applied for a signage contribution from the Town.

Board Member Balius asked if the non-compliant signs on Park Avenue would be taken down.

Community Development Director Patrick Sullivan stated that the deadline for the compliance of signs on Park Avenue was October 1, 2007. Those signs that are not in compliance by the deadline would be cited. He stated that business owners were beginning to work with the Town on bringing their signs into compliance.

Board Member Suiter stated that Florida Public Utilities had requested a parcel of land from the Town. She asked for the status of that land purchase.

Executive Director Davis stated that Florida Public Utilities had purchased a parcel of land from the Town.

Board Member Carey asked if Florida Public Utilities had asked for help with the financing for the parcel of land.

Executive Director Davis stated that help with financing was an option but Florida Public Utilities had not approached the Town. They have closed on the property. She stated that she was looking forward to a great relationship with Florida Public Utilities.

**ADJOURNMENT**

There being no further business to come before the CRA Board and after a motion to adjourn by Board Member Balius and seconded by Board Member Osterman, and by unanimous vote, the meeting adjourned at 7:45 p.m.

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Chair Castro

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Town Clerk Vivian Mendez

(Town Seal)

Approved on this \_\_\_\_\_ day of \_\_\_\_\_, 2007

# TAB 2

**Town of Lake Park  
Community Redevelopment Agency  
Agenda Request Form**

Meeting Date: **October 3, 2007**

Agenda Item No. *Tab 2*

- |   |   |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING<br><input type="checkbox"/> Ordinance on Second Reading<br><input type="checkbox"/> Public Hearing<br><br><input type="checkbox"/> ORDINANCE ON FIRST READING<br><br><input checked="" type="checkbox"/> <b>GENERAL APPROVAL OF ITEM</b><br><br><input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION<br><br><input type="checkbox"/> DISCUSSION<br><br><input type="checkbox"/> BID/RFP AWARD<br><br><input type="checkbox"/> CONSENT AGENDA |
|---|---|

**SUBJECT: Design and Construction Administration Services for Park Avenue Commercial District Landscape Rehabilitation Project**

**RECOMMENDED MOTION/ACTION: Approve**

Approved by Executive Director *W. Davis*  
 Date: *9/27/07*

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date of Actual Submittal

|   |  |   |
|---|--|---|
| <b>Originating Department:</b><br><br>Executive Director  | <b>Costs: \$ \$18,300</b><br><br><b>Funding Source: Repairs &amp; Maintenance</b><br><br>Acct. # _____   | <b>Attachments:</b><br>Proposal from Calvin Giordano and Associates, Inc.   |
| <b>Department Review:</b><br><input type="checkbox"/> Town Attorney _____<br><input type="checkbox"/> Community Affairs _____<br><input type="checkbox"/> Community Development _____ | <input type="checkbox"/> Finance _____<br><input type="checkbox"/> Fire Dept _____<br><input type="checkbox"/> Library _____<br><input type="checkbox"/> Marina _____<br><input type="checkbox"/> PBSO _____ | <input type="checkbox"/> Personnel _____<br><input type="checkbox"/> Public Works _____<br><input type="checkbox"/> Town Clerk _____<br><input type="checkbox"/> Town Manager _____ |
| <b>Advertised:</b><br>Date: _____<br>Paper: _____<br><input type="checkbox"/> Not Required  | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.   | Yes I have notified everyone _____<br>or<br>Not applicable in this case _____:<br><br>Please initial one.   |

**Summary Explanation/Background:** The Board approved the budget to refurbish the streetscape located on Park Avenue between 10<sup>th</sup> Street and the clock tower. The attached proposal from Calvin, Giordano and Associates, Inc. includes the design and construction administration services for the streetscape project in the amount of \$18,300.



September 19, 2007

SEP 25 2007

*Town of Lake Park  
Office Of Town Manager*

Ms. Maria Davis  
Town Manager  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

**RE: Park Avenue Commercial District Landscape Plans**  
CGA Proposal No. 07-1308

Dear Ms. Davis,

We are pleased to submit this proposal for Professional Services on the above referenced project located in the Town of Lake Park.

**I. Professional Landscape Architecture West Palm Beach Services**

- A. Site Evaluation:** Inspect and evaluate existing plant material. Inspect and evaluate condition of existing irrigation system. Provide computer generated inventory of all existing site conditions.
- B. Conceptual Plans:** Provide conceptual planting and hardscape plans. Provide rendered and colored plans and exhibits. Attend meetings with Town staff and a meeting with Town Commission for presentation of conceptual plans.
- C. Construction Documents:** Provide final landscape and hardscape plans. Provide supplemental details to include modifications to existing irrigation system as required.
- D. Bidding:** Provide specifications and documents to Town for bidding services.
- E. Construction Administration Services:** Provide construction, installation inspections, and final certification.

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](http://www.calvin-giordano.com)

## **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 ensure 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:

| <b>PROPOSED SCHEDULE OF FEES</b>             |   |                    |
|--|---|--------------------|
| <b>I</b>                                     | <b>Professional Landscape Architecture West Palm Beach Services</b> | <b>\$18,300.00</b> |
|  | Other Landscape Work Activity                                       | \$18,300.00        |
| <b>II</b>                                    | <b>Meetings not included in I thru I</b>                            | <b>Hourly</b>      |
| <b>TOTAL Lump Sum (Plus Hourly Services)</b> |   | <b>\$18,300.00</b> |

#### **TERMS OF THE AGREEMENT**

- 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.
- 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.
- 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.**



John P. Downes, P.E.

Executive Vice President

Cost of these services are \$18,300.00 plus hourly as noted in fee breakdown.

**ACCEPTANCE OF CONTRACT**

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

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

Date: 9/21/07

By: \_\_\_\_\_  
Name: Ms. Maria Davis  
Title: Town Manager

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