

SERVICES AUTHORIZATION

THIS SERVICES AUTHORIZATION (this "Authorization") is made and entered into this 25th day of September, 2006, by and between the CITY OF NORTH MIAMI, FLORIDA, a Florida municipal corporation (the "City") and the NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic (the "CRA") (the City and CRA are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

RECITALS

1. The City and the CRA entered into that certain Interlocal Services Agreement dated as of July 11, 2006 (the "Agreement") for the purpose of allowing the CRA to access City personnel and services for its occasional and dedicated needs as well as to implement specific CRA budgeted projects, programs and activities.

2. Pursuant to Section 3.2 of the Agreement, the Parties are required to memorialize their mutual agreement as to the services to be provided by the City to the CRA in a written services authorization signed by the Parties, and the Parties desire to enter into this Authorization for such purposes, all subject to the terms and conditions of this Authorization and the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the CRA agree as follows:

Section 1. Recitals and Authority.

1.1 Recitals. The Recitals set forth above are true and correct and are incorporated in this Authorization by reference.

1.2 Authority. This Authorization is entered into by the Parties pursuant to Section 3.2 of the Agreement.

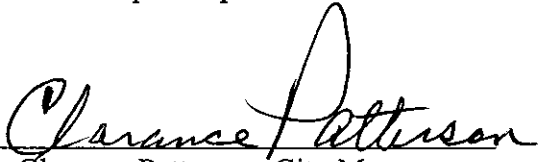
1.3 Incorporation of Agreement Terms; Conflicts. All terms and conditions of the Agreement are incorporated herein by reference and shall govern the parties with respect to the Services (as defined below) including but not limited to the performance provisions relative to the City and payment provisions relative to the CRA. In the event this Authorization contains additional terms and conditions that conflict with the Agreement, the terms of this Authorization shall control; otherwise the terms of the Agreement shall control for all intents and purposes.

Section 2. Services. The City shall provide or cause to be provided the following services for a cost not to exceed fifty thousand 00/100 Dollars (\$50,000), which includes a lump sum fee and a not to exceed allowance for reimbursable expenses, all as more specifically set forth in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services"):


Professional land surveying services to be performed in connection with the preparation of condominium documents for Pioneer Gardens at North Miami. Work shall be coordinated with the designated representatives of GrayRobinson, P.A., the law firm preparing the condominium documents.

IN WITNESS WHEREOF, the City and the CRA hereto have caused this Authorization to be executed as of the day and year first above written.

CITY OF NORTH MIAMI, FLORIDA,
a Florida municipal corporation

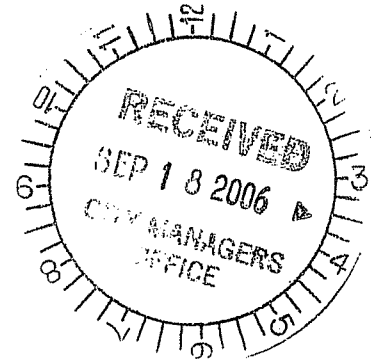
By: 
Clarence Patterson, City Manager

NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY,
a public body corporate and politic

By:  10/13/06
Tony E. Crapp, Sr., Executive Director



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS



September 12, 2006

Mr. Clarence Patterson
City Manager
City of North Miami
776 Northeast 125th Street
North Miami, Florida 33161

Mr. Tony E. Crapp, Sr.
Executive Director
North Miami CRA
615 Northeast 124th Street
North Miami, Florida 33161

RE: Pioneer Gardens
CGA Proposal No. 06-5900

Dear Gentlemen,

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

SCOPE OF SERVICES

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

I. Professional Land Surveying Services

Prepare Condominium Documents for Pioneer Gardens at North Miami, based on the Illustrative Plan provided. This proposal is based on 136 units at \$300.00 per unit, this includes a boundary survey of all the constructed improvements and verification of the unit interiors. This does not include a boundary survey of the property prior to the preparation of the preliminary documents. Clean electronic CADD files with all x-referenced layers of the Architect's plans will need to be provided.

Engineering
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& 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

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

www.calvin-giordano.com

BASIS OF PROPOSAL

- Calvin, Giordano & Associates, Inc. is performing the surveying 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 and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. will ensure that all consultants carry proper insurance, including professional liability insurance, if appropriate.

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.
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, project stake-out and as-built drawings).

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, **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:

PROPOSED SCHEDULE OF FEES	
I. Professional Land Surveying Services	\$40,800.00
TOTAL	\$40,800.00

TERMS OF THE AGREEMENT

- 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.

To the extent permitted by law,

- 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.

CP 9/25/06
 initial Date
 A 10/9/06
 initial Date

- 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.~~

CP 9-25-06
 Initial Date
 A 10/9/06
 Initial Date

- 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.

- 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 all original documents upon payment of all outstanding invoices, and expenses.
- 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.

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.

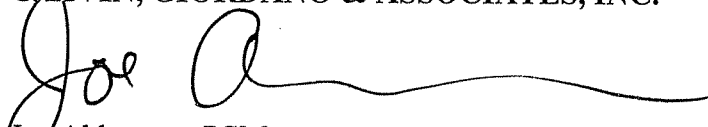
TERMINATION OF THE AGREEMENT

- 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.



Joe Aldacosta, PSM
Senior Associate, Surveying & Mapping

PJA\jm

Attachment

Cost of these services are \$40,800.00

ACCEPTANCE OF CONTRACT

Calvin, Giordano & Associates, Inc.

By: Joe Aldacosta Date: 9-12-06

Name: Joe Aldacosta, PSM
Title: Senior Associate, Surveying and Mapping

City of North Miami

By: Clarence Patterson Date: 9-25-06

Name: Clarence Patterson
Title: City Manager



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

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Surveying & Mapping
Planning
Landscape Architecture & Environmental Services
Construction Services
Indoor Air Quality
Data Technologies & Development
Emergency Management Services

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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.