



Miami Shores Village

Esmond K. Scott
Village Manager

10050 N.E. SECOND AVENUE
MIAMI SHORES, FLORIDA 33138-2382
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MEMORANDUM

TO: Mayor Harris Vice Mayor Marinberg
Councilmember Burch Councilmember Saint Fleur
Councilmember Wagar
FROM: Esmond K. Scott, Village Manager *EKS*
DATE: February 8, 2022
RE: Approval of terms and cost to engage Calvin, Giordano & Associates

At the January 18th, 2022 Village Council meeting, I asked Village Council for approval to negotiate the terms and cost to engage the firm of Calvin, Giordano & Associates to assist the Village in the revision to the Comprehensive Plan and Future Land Use Map (FLUM). It was the consensus of the Council at that time to approve this request.

Attached please find their proposal which includes the scope at a cost of \$24,500. Although the current amount is within my purchasing authority, current Village purchasing guidelines require three written quotes for any expenditure over \$7,500 but less than \$25,000. Given the urgency of this matter, I respectfully request your approval of this expenditure, bypassing the required three quotes in order to engage Calvin, Giordano & Associates immediately.

EKS:eak
Mgr-0018



Calvin, Giordano & Associates, Inc.
A SAFEbuilt[®] COMPANY

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

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February 8, 2022

Mr. Esmond Scott
Village Manager
Miami Shores Village
10050 Northeast 2nd Avenue
Miami Shores, FL 33138

RE: Review and Amendment Process to Eliminate Inconsistencies from the Village's Comprehensive Plan and Future Land Use Map

CGA Proposal No. 22-5895

Dear Mr. Scott,

On behalf of Calvin, Giordano & Associates, Inc., (CGA), a SAFEbuilt company, I am pleased to submit to you the following proposal to assist the Miami Shores Village in identifying, documenting, evaluating, and resolving potential discrepancies between the text of the Future Land Use Element and the Future Land Use Map (FLUM) of the Comprehensive Plan.

This process is anticipated to result in the preparation and transmittal to the State Land Planning Agency of text and FLUM amendments to ensure statutory compliance. All anomalies detected must be addressed expeditiously to reduce the exposure of property owners and the local government from being noncompliant, but also to prepare the Comprehensive Plan for an upcoming EAR-based amendment update.

As part of this process, CGA will perform the following services based on our understanding of task:

I. Professional Planning Services

A. Preparation of Comprehensive Plan Text and FLUM Amendment Applications

1. Data Needs Identification and Collection: CGA will work with Village to research and collect all necessary data from appropriate sources and as required by State statutes for inclusion in the Data Inventory and Analysis required to support the amendments. Village staff will play a crucial role in supplying locally available background data.

2. *Coordination with Florida Department of Economic Opportunity (DEO):* CGA will reach out to DEO staff to describe and validate the proposed approach and strategy, and to establish additional coordination points with the goal of ensuring that the amendment process progresses seamlessly towards its conclusion.
3. *Information/Opinion Gathering Meetings:* To tap into the local collective knowledge and gain additional background on the key land use issues to be addressed in this process, CGA team will conduct individual or small group meetings with community leaders and stakeholder groups, up to a maximum of 10 hours of interviews. These meetings will serve to inform our approach to the subsequent Community Open House. The meetings will be informal conversations lasting between 30 minutes to an hour maximum. The list of interviewees will be determined in coordination with Village staff and may include Council members, Planning and Zoning Board members, civic, business and neighborhood leaders, landowners, and residents. Village staff will be responsible for managing the interview schedule and setting up a location for the meetings.
4. *Data Analysis:* As much as possible, CGA will document, evaluate, and graphically depict a chronology of previous changes to the Future Land Use Element and FLUM that have led to the current process. CGA will then review and analyze relevant available data, concentrating on information necessary to support an alignment of conflicting or inconsistent land use policies, including land use descriptions, mapped land use designations at the parcel level, and overall district boundaries. The focus of the analysis will be limited and is not intended to serve as a complete update of all data and tables pertaining to the Land Use Element or other elements.
5. *Community Open House:* A 2- to 3-hour-long informal open house will be jointly hosted by CGA and Village staff, giving the interested public an opportunity to learn about the process and to participate. This open house is an informal “drop-in” style event which allows participants to stop by at their own convenience for the duration of the event to learn more about the project and to provide input on specific topics and issues through interactive exercises. The event would be programmed at a central location and may include “appointment scheduling” with admittance of small groups at a time to ensure safe participation. CGA will develop a brief presentation to frame the issues and create series of informative boards summarizing data and analysis, with input-giving activities designed to engage the attending public in an interactive environment. An equivalent online activity may be run in tandem to expand the reach of engagement.
6. *Goals, Objectives and Policies (GOPs) text and FLUM amendments:* Based on the outcomes of the Data Analysis and public outreach tasks, CGA will review and amend the pertinent GOPs of the Future Land Use Element text and align the FLUM accordingly. CGA will proactively coordinate with the DEO by requesting a courtesy

review of proposed amendments and ensure that said amendments meet Florida Statutes.

7. *Internal Coordination Meetings:* CGA will participate in coordination and information-sharing meetings with Village Administration and staff, as needed.
8. *Public Outreach:* If requested, CGA will support and advise Village staff on the preparation of informational and outreach materials for the elected officials, appointed boards, and the public, as appropriate.
9. *Public Meetings and Hearings:* CGA will attend a maximum of four (4) formal public meetings (Workshop, Planning Board, and Village Council Hearings).
10. *Amendment Transmittal:* CGA will assist staff with preparation and transmittal of the amendment application package to state, regional and local agencies.
11. *ORC and Adoption:* Working closely with Village staff, respond to the ORC Report (if applicable) and to prepare the proposed amendments for final adoption.

Amendment process will be complete when the proposed amendments are adopted by Village Council and when the FLUM amendment is found 'In Compliance' by the State Land Planning Agency.

II. Professional Data Technologies & Development Services

- A. CGA will create ArcGIS-based graphics to support CGA's technical analyses and prepare a FLUM reflecting and highlighting the proposed areas to be amended.

ADDITIONAL FEES

The following services are NOT anticipated or included in this proposal. If such services are required, they will be considered Additional Services to be addressed in a separate contractual agreement:

- Traffic data collection, traffic analysis or traffic impact study.
- Sufficiency review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.
- 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.
- Boundary surveys, site evaluations, unless specified above.
- Zoning Code text or map analyses or amendments.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. will be reimbursed for printing and photocopying, deliveries, Federal Express and courier services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees required for processing of applications by authorities having jurisdiction over the project, renderings, models or mock-ups required by CLIENT to attain approval of the amendments. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

MEETING ATTENDANCE

No meetings other than those listed in the Scope of Services, are included in the Schedule of Fees shown below. Preparation for (if needed) and meeting attendance at meetings other than those included 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 Not-to-Exceed fee of \$24,500 as shown in the proposed Schedule of Fees:

SCHEDULE OF FEES (NOT TO EXCEED)	
I Professional Planning Services	\$23,000
Comprehensive Plan Text and FLUM Amendment	\$23,000
II. Professional Data Technologies & Development Services	\$1,500
Preparation of Mapping/Graphics	\$1,500
III Meetings not included in I thru II	Hourly
TOTAL (Not Including Hourly Services)	\$24,500.00

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.
- 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 assist Miami Shores Village. CGA is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our professionals are eager to begin and are fully 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.

Cost of these services is not to exceed \$24,500 plus hourly as noted in fee breakdown.

ACCEPTANCE OF CONTRACT

Calvin, Giordano & Associates, Inc.

By: _____
Name: Chris Giordano
Title: President

Date: _____

Miami Shores Village

By: _____
Name: Esmond Scott
Title: Village Manager

Date: _____