



**Calvin, Giordano & Associates, Inc.**  
EXCEPTIONAL SOLUTIONS™

November 13, 2017

Mr. Todd Hileman  
City Manager  
**City of Denton**  
215 E. McKinney Street  
Denton, TX 76201

**RE: City of Denton Interim Planning Director**  
CGA Proposal No. 17-9760.2

Dear Mr. Hileman,

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

**I. Professional Services**

**A. Scope of Services**

A. Under this contract, CGA's mission will be to provide innovative planning services that exceed client expectations. All of our planning staff have worked for municipal governments prior to entering their careers in the consulting world. This mixed experience allows our team to envision and avoid areas of concern prior to them becoming issues. With 13 planners certified by the American Planning Association (AICP) full-time employees, we possess the expertise and experience that encompasses all facets of the development review process. This responsibility requires a complete understanding of planning policy and historic precedence to equitably administer zoning and development codes. This role also requires stellar written and verbal communication skills and the ability to maintain professional working relationships with not only colleagues and staff but also municipal officials, neighborhood activists and the community at-large. CGA recognizes the uniqueness of each community and easily adapts to a variety of environments. CGA personnel are on call to provide the public with day-to-day zoning assistance as well as provide presentations to the City Council, Planning Board, or others.

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  
Geographic Information  
Systems (GIS)  
Governmental Services  
Indoor Air Quality  
Landscape Architecture  
Planning  
Project Management  
Redevelopment  
& Urban Design  
Surveying & Mapping  
Traffic Engineering  
Transportation Planning  
Water / Utilities Engineering  
Website Development

1800 Eller Drive  
Suite 600  
Fort Lauderdale, FL  
33316  
954.921.7781 phone  
954.921.8807 fax

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

## B. Work Program and Staffing

### 1. Interim Planning Director

Richard Cannone, AICP, our Planning Administrator would continue to fill the role of Interim Planning Director for four (4) weeks, beginning Monday, November 27, 2017 through Thursday, December 21, 2017. Mr. Cannone will handle all related functions including the management and oversight of planning staff and the development review process and be dedicated on-site full-time to this position.

Additional staffing needs will be provided on an as needed basis at an hourly rate of \$150.00 per hour for services performed at CGA.

CGA will also assist the City Manager to define organizational and staff responsibility changes as a result of our interim role as Planning Director.

At the conclusion of the 4-week engagement CGA will prepare a summary reports with the following items:

1. Process map for all planning related submits map, including changes implemented.
2. Outline of the steps and action items implemented over the 4-week engagement.
3. Recommendation of next steps for process changes outlined above including training, staffing, staff functions, and technology.
4. Summary of code changes needed to implement the improved process and development review. Included will be a summary of any administrative interpretations made over the course of the engagement.

## **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.

## **SCHEDULE OF FEES**

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a fee of \$33,344 inclusive of all travel and expenses.

## **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.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are works for hire. If any information provided in the works for hire includes proprietary information of Calvin, Giordano & Associates, Inc. or a third party, then it must provide notice to the CLIENT of such information at the time it is provided to the City. The CLIENT may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses, at which time all intellectual property concerning the project shall be transferred to the CLIENT.
- Calvin, Giordano & Associates, Inc. represents and warrants to the City of Denton that the intellectual property supplied by them in accordance with the project will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret or any other property right of any kind of any third party. Moreover, Calvin, Giordano & Associates, Inc. shall, at its sole expense, defend, indemnify, and hold the City of Denton harmless from and against all liability, damages, and costs including court costs and reasonable fees of attorneys and other professionals, arising out of or resulting from any claim that the City's use of the works for hire infringes the intellectual property rights of any third party or the breach of any of the representations or warranties stated in this Agreement.
- 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 will be applied to any unpaid balance past thirty (30) days in accordance with Texas Government Code Sec. 2251.025. 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.
- This Agreement shall be governed by, construed, and enforced in accordance with, and subject to, the laws of the State of Texas or federal law, where applicable, without regard to the conflict of law principles of any jurisdiction. In the event there shall be any dispute arising out of the terms and conditions of, or in connection with, this Agreement, the party seeking relief shall submit such dispute to the District Courts of Denton County or if federal diversity or subject matter jurisdiction exists, to the United States District Court for the Eastern District of Texas-Sherman Division.

#### **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.**



Shelley Eichner, AICP  
Senior Vice President

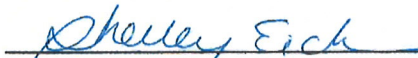


Cost of these services are \$33,344.00 monthly, inclusive of travel and expenses.

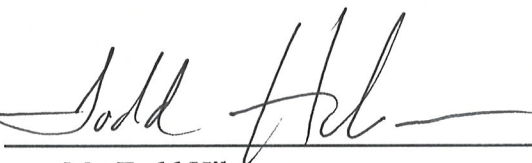
**ACCEPTANCE OF CONTRACT**

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

By:   
Name: Shelley Eichner, AICP  
Title: Senior Vice President

Date: 11/13/17

By:   
Name: Mr. Todd Hileman  
Title: City Manager

Date: 11/22/2017