

RESOLUTION NO. 2022-082

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH CRAVEN THOMPSON AND ASSOCIATES IN THE AMOUNT OF SIXTY-FOUR THOUSAND FOUR HUNDRED DOLLARS AND ZERO CENTS (\$64,400.00) FOR SURVEYING AND ENGINEERING SERVICES FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FUNDED SW 54TH PLACE DRAINAGE IMPROVEMENT PROJECT FROM DYKES ROAD TO THE IVANHOE CANAL; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to complete a drainage improvement project relating to SW 54th Place right-of-way from Dykes Road to the Ivanhoe Canal; and

WHEREAS, the Town's Drainage and Infrastructure Advisory Board has ranked and prioritized this project; and

WHEREAS, the State Legislature has appropriated Four Hundred Nine Thousand Four Hundred Twenty-Two Dollars and Zero Cents (\$409,422.00) to assist the Town in completing this project; and

WHEREAS, the total project cost is estimated to be Five Hundred Nine Thousand Four Hundred Twenty-Two Dollars and Zero Cents (\$509,422.00); and

WHEREAS, funds have been included in FY 2022-2023 Proposed Budget in the Municipal Transportation Fund account #101-5100-541-63260 (Infrastructure - Drainage); and

WHEREAS, the project includes excavation, construction of concrete drainage structures and inlets with grates, swale grading, asphalt restoration, and installation of grass sod; and

WHEREAS, these improvements must be completed by April 2025; and

WHEREAS, surveying and engineering services are needed to complete the construction; and

WHEREAS, the Town has continuing contracts for Surveying and Engineering Services with Craven Thompson and Associates; and

WHEREAS, the Town received a proposal from Craven Thompson and Associates, for surveying, design and construction observation for the improvements in the amount of Sixty-Four Thousand Four Hundred Dollars and Zero Cents (\$64,400.00); and

WHEREAS, the Town Council believes that the Purchase Order is in the best interest of the health, safety, and welfare of its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The recitals above are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves a Purchase Order with Craven Thompson and Associates in the amount of Sixty-Four Thousand Four Hundred Dollars and Zero Cents (\$64,400.00) for surveying, design and construction observation relating to the SW 54th Place Drainage Improvement Project from Dykes Road to the Ivanhoe Canal, in substantially the same form as that attached hereto as Exhibit "A".

Section 3. The Town Council hereby authorizes the Town Administrator to execute the Purchase Order in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

Section 4. This Resolution shall become effective immediately upon its adoption.

[Signatures on Following Page]


PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 22nd day of September 2022 on a motion by

Chm Kuczenski and seconded by V/m Jablonski.

Breitkreuz Yes
Jablonski Yes
Allbritton Yes
Hartmann Yes
Kuczenski Yes

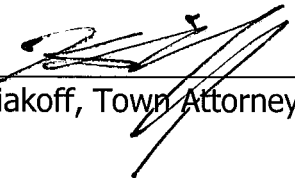
Ayes 5
Nays 0
Absent 0
Abstaining 0


Steve Breitkreuz, Mayor

Attest:


Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:


Keith Poliakoff, Town Attorney
1001.163.01



Town of Southwest Ranches

Preserving Our Rural Lifestyle

13400 Griffin Road
 Southwest Ranches, FL 33330
 Phone 954 434 0008
 Fax 954 434 1490

PURCHASE ORDER

Fiscal Year 2023

FEI # 65-1036656
 State Sales Tax Exemption #85-8012630780C-6

P.O. NUMBER:

(Assigned by Finance & Budget Department)

NOTE: The P.O. number must appear on all related correspondence, shipping papers, and invoices:

To:

Craven Thompson & Associates Inc.
3563 NW 53rd Street
Fort Lauderdale, FL 33309

Ship To:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

P.O. DATE	REQUISITIONER	CONTRACT #	PIGGYBACK & PRICE LIST ATTACHED			EMERGENCY PURCHASE	
			YES	NO	N/A	YES	NO
10/1/2022	Emily Aceti		YES	NO	N/A	YES	NO

QTY	UNIT	ACCOUNT NO.	DESCRIPTION	UNIT PRICE	TOTAL
		101-5100-541-63260	Surveying and Engineering Services for SW 54th Place Drainage Improvements from Ivanhoe Canal to Dykes Road as per FDEP Funding Agreement LPA0384		\$ 64,400.00
					\$ -
					\$ -
			SUBTOTAL		\$ 64,400.00
			SALES TAX		Exempt
			TOTAL		\$ 64,400.00

Approved By: _____ Date _____
 Department Head

Authorized By: _____ Date _____
 Town Financial Administrator

SEE TERMS AND CONDITIONS ON PAGES 2 & 3
 AND WWW.SOUTHWESTRANCHES.ORG/PROCUREMENT

Authorized By: _____ Date _____
 Town Administrator

TERMS AND CONDITIONS

Sellers providing goods or services to the Town of Southwest Ranches (referred to as the "Town") acknowledge that by delivering such goods or services agree to the following terms and conditions. Should a formal contract be executed between the Town and the Seller (whether as a result of a formal bid or not), the terms and conditions defined in that contract shall prevail over those listed here in any case of conflict.

ACCEPTANCE

This Purchase Order is Town's offer to purchase the goods and/or services described on the Purchase Order from the vendor. Vendor's written acceptance or commencement of work or shipment or delivery of an item or service call shall constitute acceptance by the vendor of the Purchase Order, its terms and conditions and applicable law. Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to the Town with (10) calendar days after date of order.

ASSIGNMENT

Vendor shall not assign the agreement its obligations or rights hereunder to any party, company, partnership, incorporation or person without prior written consent of the Town, approved by the Town Attorney.

COMPLIANCE WITH ALL LAWS

Vendor is assumed to be familiar with the and agrees to observe and comply with all federal, state and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding the work and shall obtain all necessary permits.

DEFAULT

If vendor fails to perform or comply with any provision of the Purchase Order or terms or conditions of any documents referenced and made a part hereof, Town may terminate the contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Town expressly retains all rights and remedies provided by law in case of such breach, and no action by Town shall constitute a waiver of any such rights or remedies. In the event of termination for default, Town reserves the right to purchase its requirements elsewhere, with or without competitive bidding, and vendor agrees to pay any difference in costs above those conditions in the order.

DELIVERY

Delivery of all goods shall be FOB to final destination, paid by shipper, unless otherwise set forth in the Purchase Order. If complete deliveries are not made at the time agreed, Town reserves the right to cancel the Purchase Order and/or hold vendor accountable. If the delivery dates cannot be met, the vendor agrees to notify Purchasing Department, in writing, of the earliest suggested delivery date. Town will then decide whether the proposed delivery date is acceptable.

DELIVERIES

Deliveries are to be made during the hours of 9:00 AM to 3:00 PM Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Town of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Town concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

EXCUSABLE DELAYS

The Town may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Town and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

E-VERIFY

Seller must comply with requirements under Florida Statute Chapter 448.095 and provide a copy of the registration certificate to the Town.

FORCE MAJEURE

If either party is prevented from performing its obligations hereunder as a result of government regulations, fires, strikes, or other causes beyond the control of such party, the obligation to so perform shall be suspended for a reasonable time during which such condition continues to exist. If an actual or potential labor dispute delays or threatens to delay vendor's timely performance, vendor shall immediately notify Town in writing.

GOVERNING LAW

The Purchase Order shall be governed by the laws of the State of Florida and all applicable federal laws and regulations. All obligations of the parties are performable in Broward County, Florida. The appropriate state court located in Broward County, Florida, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

INCORPORATION

All specifications, drawings, technical information, invitation to bid, bid, award and similar items referred to or attached or which are the basis for the Purchase Order are deemed incorporated by reference as if set out fully herein.

INDEMNIFICATION

Vendor shall indemnify, defend, save and hold harmless CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature, including any attorney's fees, paralegal expenses, and court costs incurred at either the trial or appellate levels brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees. NOTHING HEREIN SHALL BE DEEMED TO WAIVE THE TOWN'S SOVEREIGN IMMUNITY.

INDEPENDENT CONTRACTOR

Vendor shall acknowledge that it and its employees serve as independent contractors and that CITY shall not be responsible for any payment, insurance or incurred liability.

INSPECTION AND ACCEPTANCE

All commodities delivered on this order are subject to inspection upon receipt by a representative of the Town. The Town reserves the right to reject any or all items not in conformance with applicable specifications, and vendor assumes the costs associated with such nonconformance. Acceptance of goods does not constitute a waiver of latent or hidden

defects or defects not readily detectable by a reasonable person under the circumstances. The Town reserves the right to inspect the goods at a reasonable time subsequent to delivery. Where commodities are rejected by the Town or where the Town revokes its acceptance, such commodities shall remain the property of the Seller and will be returned at the Seller's expense.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the Town as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the Town of Southwest Ranches' Town Administrator.

INVOICING

Vendors are required to submit invoices within ninety (90) days of the date the goods or services were delivered to the Town. Town reserves the right to not pay invoices submitted after the ninety (90) day threshold. Original invoice must be submitted to the Town of Southwest Ranches, Accounts Payable, 13400 Griffin Road, Southwest Ranches, FL 33330. Purchase Order numbers must be noted on all invoices.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable federal, state, county and local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY-COPYRIGHT/PATENT/TRADEMARK

If an article sold and delivered to Town hereunder shall be protected by any applicable patent, trademark or copyright, the vendor agrees to indemnify and save harmless Town, from and against any all suits, claims, judgments and costs instituted or recovered against it by any person whomever on account of the use or sale of such articles by Town in violation or right under such patent or copyright.

MATERIAL SAFETY DATA SHEETS

The vendor must supply proper Material Safety Data Sheets in compliance with OSHA's Hazard Communications Standard to Town at the time of purchase.

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction, which has been acknowledged in writing by the Town Administrator is a complete and exclusive statement of this order. Accordingly, no modification or amendment shall be binding upon the Town unless signed by the Town Administrator. The Town Attorney has approved these standard terms and conditions as to form and correctness. Accordingly, no modification of these terms and conditions shall be binding upon Town unless they are endorsed and approved by the Town Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, except a formal contract, these terms and conditions shall prevail.

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

Vendor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the agreement, or in the employment practices of Vendor. Vendor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Vendor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Vendor covenants that it does not engage in any illegal employment practices. Vendor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, that would conflict in any manner with the provision of its goods or performance of its services.

NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms thereof.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 440, Florida Statutes, and the Occupational Safety and Health Act of 1970. Any toxic substance delivered as part of this order must be accompanied by a Material Safety Data Sheet (M.S.D.S.)

OFFICIALS NOT TO BENEFIT

Employees or officials of Town shall not be permitted to any share or part of the Purchase Order or any benefit that may arise therefrom. Vendor agrees not to provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of Town, with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of any contract.

PACKING LISTS

An itemized packing list, bearing the Purchase Order number shall be attached to the outside of every shipping container.

PAYMENT AND TERMS

Payments shall be made by Town upon satisfactory delivery and acceptance of all items or service, and submission of a proper invoice(s) bearing the purchase description, delivery date, and/or contract number. Each Purchase Order shall be covered by separate invoice(s). Invoices are to be mailed to the address indicated on the Purchase Order. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statute 218.70, et seq.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company accompanied by a signed current IRS form W-9.

PUBLICITY

No endorsement by the Town of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

PUBLIC RECORDS; RIGHT TO AUDIT RECORDS

Town shall have the right to audit books, records, and accounts of Vendor and its subcontractors that are related to this Purchase Order. Vendor and its subcontractors shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to the project. All books, records, and accounts of Vendor and subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, vendor or subcontractor, as applicable, shall make same available at no cost to Town in written form. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment hereunder unless a shorter period is authorized in writing by the Town.

Written documents prepared by either the Seller or Town in furtherance of this order shall constitute a public record in accordance with Chapter 119, Florida Statutes.

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Seller acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Seller has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement, Seller shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Seller agrees to keep and maintain public records required by the Town to perform the service in Seller's possession or control in connection with Seller's performance hereunder, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Seller shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Seller does not transfer the records to the Town.

Upon completion of this Agreement, Seller agrees, at no cost to Town, to transfer to the Town all public records in possession of the Seller or keep and maintain public records required by the Town to perform the service. If the Seller transfers all public records to the Town upon completion of this Agreement, the Seller shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Seller keeps and maintains public records upon completion of this Agreement, the Seller shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Seller's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of this Agreement by Town.

QUANTITIES

Quantities specified in the order cannot be changed without Town approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

REMEDIES

Town shall have all rights and remedies afforded under the U.C.C. and Florida law in contract and in tort, including but not limited to rejection of goods, rescission, right of act-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly sign and authorized Town order, issued by Town Administrator.

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

SEVERABILITY

If any provision of the Purchase Order is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

SUB-CONTRACTING

Vendor shall not sub-contract the Purchase Order to any other vendor without the expressed written consent of Town.

TAX

All prices included in the Purchase Order are exclusive of any Federal, State or local taxes. Town is exempt from sales tax and federal excise taxes. Sellers doing business with the Town, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any Seller be authorized to use the Town tax exemption in securing such materials.

TERMINATION

Town may terminate this agreement, in part or in whole, for its convenience or the failure of the vendor to fulfill contractual obligations. Town shall terminate by delivering to the vendor a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the vendor shall:

1. Immediately discontinue all services affected (unless the notice directs otherwise).
2. Deliver to Town all information, papers, reports and other materials accumulated or generated in performing the contract, whether completed or in progress.

If the termination is for the convenience of Town, Town shall only be liable for payment for services rendered before the effective date of the termination. If the termination is due to the failure of the vendor to fulfill its obligations under the contract, Town may:

1. Require the vendor to deliver any work described in the Notice of Termination.
2. Take over and prosecute the same to completion by contract of otherwise and the vendor shall be liable for any additional cost incurred by Town.
3. Withhold any payments to the vendor for purpose of set-off or partial payment, as the case may be, of amounts owed by Town to the vendor.

In the event of termination for cause, Town shall be liable to the vendor for reasonable costs incurred by the vendor before the effective date of the termination. Seller will be liable for excess costs of re-procurement. Unless prohibited by applicable law, Town is not required to engage in competitive re-procurement, nor is Town required to obtain the lowest price.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code as applicable (including but not limited to Chapters 671 and 672, Florida Statutes), shall apply to and supplement the terms and conditions of this order.

ANTI-DISCRIMINATION

Seller shall not discriminate against any person in its operations, activities or delivery of services. Seller shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully sued as a basis for service deliver.

WARRANTY

Vendor warrants to Town that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Vendor extends to Town all warranties allowed under the U.C.C.

Vendor shall provide copies of warranties to Town with invoice. Return of merchandise not meeting warranties shall be at vendor's expense.

Email: rley@southwestranches.org

cc: eaceti@southwestranches.org

September 8, 2022

Mr. Rod Ley, P.E.
Public Works Director / Town Engineer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

RE: SW 54TH PLACE PROJECT
CTA PROPOSAL NO. 2022-S13.282

Dear Rod:

The firm of Craven Thompson & Associates is please to submit this proposal for Professional Surveying and Engineering Services under RLI 19-005 - Continuing Contract for Professional Engineering.

Our scope is as follows:

I. SURVEYING SERVICES

1.1 Topographic Survey (CTA Task No. 11050)

Prepare a topographic survey of SW 54th Place from the West Right-of-way line of Dykes Road (SW 160th Avenue) east the west right-of-way line of Ivanhoe Canal within the Town. The survey will include locations within the full right-of-way of SW 54th Place and identify all driveway materials. The total project length, including all adjacent side street sections, covers approximately 1,380 lineal feet. The project limits are shown on the attached **Exhibit 'A'**.

- The survey will meet all the current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as defined in Chapter 5J-17, Florida Administrative Code.
- The survey will include the finding or establishing of survey control monumentation for the existing right-of-way, and adjacent properties, to tie all improvements to.
- The location of all aboveground visible improvements, including pavement, slabs, fences, signs, mailboxes, overhead wires and utility features, within the limits of this survey, as defined above.
- Trees within the right-of-way, three (3) inches in diameter or larger, at breast height, will be located and identified with their common name, if known. Vegetation, hedges, etc. will only be outlined on the drawing to show their limits.
- Rims, inverts, and pipe sizes will be measured on any drainage structures found along the route, if accessible and physically unobstructed. Otherwise, they will be noted on the drawing. Also included are four additional catch basins along Dykes Road, two catch basins 280 feet north of SW 54th Place, and two catch basins 260 feet south of SW 54th Place.

CRAVEN THOMPSON



& ASSOCIATES INC.

Engineers
Planners
Surveyors
Landscape Architects

3563 NW 53rd Street
Fort Lauderdale, FL 33309-6311
Phone: (954) 739-6400
Fax: (954) 739-6409

- Cross-section elevations will be taken at 50-foot intervals along all roadways, and cover from right-of-way to right-of-way.
- All elevations will be relative to North American Vertical Datum of 1988 (NAVD88) and based on National Geodetic Survey (NGS), Florida Department of Transportation (FDOT), or South Florida Water Management benchmarks.
- Benchmarks will be provided on survey control, set on, or immediately adjacent to the project, and shown on the survey for future construction.
- The preparation of the survey drawing will be in AutoCAD Civil 3D, version 2019 or higher, drawing file format, and provided along with a hard copy, signed and sealed.

Lump Sum..... \$14,900.00

Approximate time of completion: Ten (10) to twelve (12) weeks, after receipt of Notice to Proceed (weather permitting).

II. CIVIL ENGINEERING SERVICES

2.1 Engineering Plans (CTA Task No. 31030)

Prepare engineering design plans for the installation of new drainage system in SW 54th Place from SW 160th Avenue east to the Canal. The plans shall include General Notes and Specifications, PG&D Plans, Details and Cross Sections. Plans will be designed based on available as-built information of existing utilities and in accordance with Town of Southwest Ranches Standards, Broward County, and South Broward Drainage District. Task will include a cost estimate and preparation of Technical Specifications. Roadway improvements and test hole locates on existing utilities are not included.

Lump Sum..... \$25,000.00

2.2 Geotechnical Services (CTA Task No. 31006)

Perform two (2) Usual Open Hole Percolation tests for the design of an exfiltration trench system in SW 54th Place.

Lump Sum..... \$3,000.00

2.3 Prepare and Process Permit Applications (CTA Task No. 31080)

Prepare and process permit applications and supporting documents through appropriate state and local agencies including:

- Town of Southwest Ranches
- South Broward Drainage District
- South Florida Water Management District
- Broward County ERL (if necessary)

Lump Sum..... \$6,000.00

- 2.4 Bidding Assistance (CTA Task No. 31115)
Prepare for and attend a pre-bid meeting, answer RFI's, revise Bid Documents, prepare Addendum, review Bid Schedules and overall coordination with Town during the bidding process. This task shall include two (2) meetings with the Town staff.

Lump Sum..... \$5,300.00

III. CONSTRUCTION ADMINISTRATION

- 3.1 Construction Management (CTA TASK NO. 31120)
Attend pre-construction meeting with City staff and contractor. Review and approve shop drawings. Perform periodic site reviews as required to determine if the work being performed in a manner that conforms to the contract documents. Attend project meetings, respond to contractor request for information. Two (2) to three (3) visits per week are anticipated to occur over an eight (8) week time period. Provide certification to permitting agencies based on the contractor's provided as-built drawings, documents, etc. as necessary to close out the permits.

Hourly, Not to Proceed..... \$10,200.00

TOTAL FEES \$64,400.00

SERVICES NOT INCLUDED

- Test Hole Locations
- Traffic Studies
- Environmental Analysis or Permitting
- Army Corp of Engineers, FDEP or Broward County Dredge and Fill Permitting
- Any service not listed

TO BE PROVIDED BY TOWN

- Permit fees
- Any atlas, GIS, documents related to this Project.

Acceptance

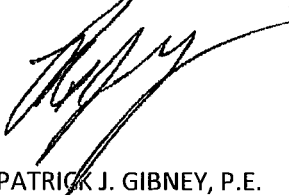
This proposal and fee schedules are based on acceptance within 30 days of the date of preparation. If not accepted by you within that time period, we reserve the right to re-evaluate the terms and conditions contained herein.

The above will be subject to the terms and conditions as specified in the Contract Documents. If the proposed work and fees contained herein are agreeable with you, please provide a Purchase Order and a Notice to Proceed.

Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,


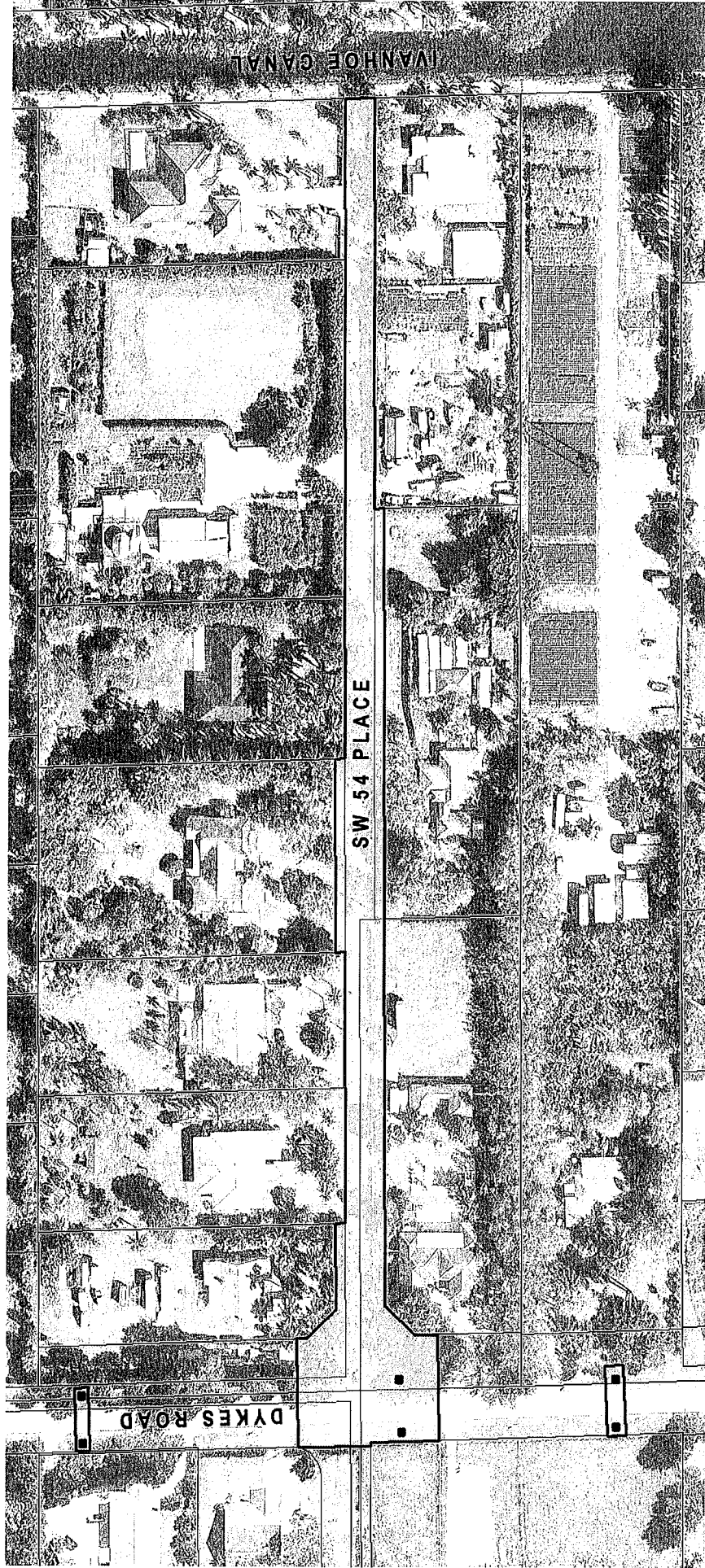
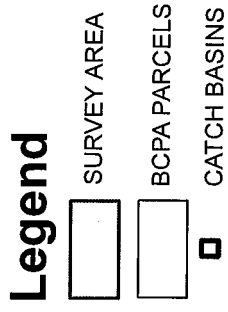
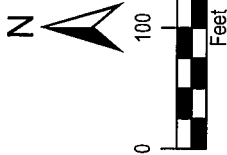
CRAVEN THOMPSON & ASSOCIATES, INC.



PATRICK J. GIBNEY, P.E.
Vice President, Engineering

PJG/tg

EXHIBIT 'A'
SW 54TH PLACE
TOWN OF SOUTHWEST RANCHES
Portion of Section 33-50-40



Craven Thompson & Associates, Inc.
Engineers • Planners • Surveyors • GIS
3553 NW 53rd Street, Fort Lauderdale, FL 33309
(Tel) 954-739-6400 (Fax) 954-739-6409
www.craventhompson.com