

RESOLUTION NO. 2022-084

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH KIMLEY HORN AND ASSOCIATES, INC. IN THE AMOUNT OF SIXTY-EIGHT THOUSAND TWO HUNDRED FIVE DOLLARS AND ZERO CENTS (\$68,205.00) FOR ENGINEERING SERVICES FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FUNDED GREEN MEADOWS DRAINAGE IMPROVEMENT PROJECT; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to complete a drainage improvement project in the Green Meadows neighborhood; and

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

WHEREAS, the State Legislature has appropriated Seven Hundred Ninety-Three Thousand One Hundred Sixty-Six Dollars and Zero Cents (\$793,166.00) to assist the Town in completing this project; and

WHEREAS, the total project cost is estimated to be Eight Hundred Ninety-Three Thousand One Hundred Sixty-Six Dollars and Zero Cents (\$893,166.00); and

WHEREAS, this project is specifically named in the FY 2022-2023 Town Budget; 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, pursuant to the grant agreement, these improvements must be completed by June 2025; and

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

WHEREAS, the Town has a continuing contract for engineering services with Kimley Horn and Associates, Inc.; and

WHEREAS, the Town received a proposal from Kimley Horn and Associates, Inc. for engineering services for the project in the amount of Sixty-Eight Thousand Two Hundred Five Dollars and Zero Cents (\$68,205.00); 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 Kimley Horn and Associates, Inc. in the amount of Sixty-Eight Thousand Two Hundred Five Dollars and Zero Cents (\$68,205.00) for engineering services relating to the Green Meadows Drainage project, 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.

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

Ranches, Florida, this 20th day of September 2022 on a motion by

Jim Jablonski and seconded by Clm Allbritton.

Breitkreuz
Jablonski
Allbritton
Hartmann
Kuczynski

Yes
Yes
Yes
Yes
Yes

Ayes
Nays
Absent
Abstaining

5
0
0
0

Steve Breitkreuz
Steve Breitkreuz, Mayor

Attest:

Russell Muñiz
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff
Keith Poliakoff, Town Attorney
1001.162.01



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:

Kimley Horn and Associates, Inc.

8201 Peters Road, Suite 2200

Plantation, FL 33324

Ship To:

Town of Southwest Ranches

13400 Griffin Road

Southwest Ranches, FL 33330

P.O. DATE	REQUISITIONER	PIGGYBACK			EMERGENCY	
10/1/2022	Emily Aceti			N/A		NO

QTY	UNIT	ACCOUNT NO.	DESCRIPTION	UNIT PRICE	TOTAL
		101-5100-541-63260	Green Meadows Drainage Engineering Services as per FDEP Funding Agreement LP00613		\$68,205.00
					\$ -
					\$ -
			SUBTOTAL		\$ 68,205.00
			SALES TAX		Exempt
			TOTAL		\$ 68,205.00

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 whomsoever 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 merchantisable 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.

Kimley»Horn

August 26, 2022

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

**Re: Green Meadows South Drainage Improvements Proposal
Civil Engineering Services
Southwest Ranches, FL**

Dear Mr. Ley:

Kimley-Horn and Associates, Inc., (hereinafter referred to as “Consultant”, “We” or “Kimley-Horn”), in connection with the Town of Southwest Ranches’ “Continuing Contract for Professional Engineering Services; RLI 19-005” is pleased to submit this proposal to the Town of Southwest Ranches, (hereinafter referred to as “Client” or “Town”) to provide professional civil engineering services and limited construction phase services associated with the construction of the Green Meadows South Drainage Improvements Project.

Project Understanding

The Town is experiencing flooding along the following road corridors:

- SW 162nd Avenue – From 5700 Block (SBDD Canal) to Stirling Road
- SW Green Meadows Drive – From 5700 Block (SBDD Canal) to Stirling Road
- SW 164th Terrace – From 5700 Block (SBDD Canal) to Stirling Road
- SW 166th Avenue – From 5800 Block (SBDD Canal) to SW 62nd Street
- Stirling Road – From SW 162nd Avenue to SW 166th Avenue

As such, the Town would like for Kimley-Horn to prepare a design and deliver construction plans to improve stormwater management and provide stormwater quality within the project limits. The professional services associated with this project includes design, permitting, bid document development, bidding assistance, and limited construction phase services. The proposed drainage improvements will consist of roadside swales, manholes, catch basins, and piping.

Project Assumptions

- The Town will provide a topographic survey of the area in CAD Format. The topographic information will be per NAVD 88 datum. Any additional survey needed to complete the design and permitting will be provided by the Town.

- Geotechnical information is not required for the proposed improvements but if one is needed it will be provided by the Town.
- This scope of services does not include the development of technical specifications. Design requirements will be reflected on the construction plans as notes and details according to Town of Southwest Ranches' requirements and design standards. Contract documents to be provided by the Town.
- Review or modification of existing roadway pavement markings is not included in this scope of work.
- Maintenance of Traffic (MOT) and dewatering, if required, will be provided by the Contractor or others.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

TASK 1: PROJECT KICK-OFF AND SCHEMATIC DESIGN

Kimley-Horn will perform an initial site visit to observe existing conditions and truth the survey provided by the Town. Kimley-Horn will attend one (1) kick-off meeting with the Town to discuss the project, desired design elements, and to review the project schedule.

As part of this Task, Kimley-Horn will request existing utility as-built information from the major utility providers within the project area including water, sewer, drainage, electrical, cable, gas, and fiber optics. Once received, the existing utilities will be reviewed and depicted on the survey provided by the Town. Existing irrigation system information will not be obtained as part of this Task.

Kimley-Horn will coordinate and meet with South Broward Drainage District and any governmental agencies having jurisdiction to discuss permitting requirements and design criteria for new or modified work to be performed within the right-of-way, this shall include confirming the ability for a new outfall.

Kimley-Horn will prepare a schematic plan in plan view only which will be presented to the Town for review and approval. Kimley-Horn will also provide a schematic level cost estimate per the proposed improvements.

TASK 2: DESIGN DEVELOPMENT PLANS

Utilizing the survey and schematic design plan developed in Task 1, Kimley-Horn shall prepare preliminary 60% design plans for the construction of drainage improvements within the Project Area. These Design Development Plans shall show the geometric layout on top of the base survey data. The basis for design will be the Town of Southwest Ranches, South Broward Drainage District and Florida Department of Transportation (the "FDOT") Standard Indexes/Details where applicable. The following plan sheets may be included in the Design Development Plans:

- Key Sheet – Project title, vicinity map, engineer of record, and other appropriate information.
- Plan and Profile Sheets (in a 24" x 36" format) – Containing the geometric, horizontal and vertical alignment for the roadways within the project area. These sheets shall also contain

the horizontal, vertical, and geometric alignments for modifications/additions to the existing drainage system.

- Miscellaneous Drainage Details – These sheets would provide drainage details that may or may not be included in the FDOT Standard Indexes or South Broward Drainage District Details.
- Typical Signing and Pavement Marking Details – Signing and pavement markings shall be detailed for use in the project.

The effort for this task includes one (1) submittal at 60% to the Town for review. The effort for this task includes addressing one (1) round of ordinary and reasonable comments at the submittal stage. Subsequent modifications resulting from significant project changes directed by the Town shall be considered an Additional Service.

Kimley-Horn will also provide an updated Opinion of Probable Construction Costs at the 60% submittal for the proposed improvements.

TASK 3: DRAINAGE DESIGN AND PERMITTING

3.1 Hydraulic Analysis

The hydraulic analysis shall be completed for the Project Area based upon the survey information obtained from the Town. During the analysis, the volume of stormwater runoff shall be calculated from the design storm and the capacity of the existing stormwater collection system to include the outfall connections shall be evaluated. The results of the above noted calculations along with the incorporation of budget constraints will be the basis for design of the stormwater system.

3.2 Permitting

Kimley-Horn will prepare permit applications with supporting documentation to the following jurisdictional regulatory agencies. Kimley-Horn will address comments for the regulatory agency submittals identified below.

1. South Broward Drainage District
 - a. Drainage
2. National Pollutant Discharge Elimination System (NPDES):
 - a. Notice of Intent
 - b. Preparation of Storm Water Pollution Prevention Plans (SWPPP) – Town’s Contractor shall complete the necessary application and submittal to obtain the general permit. The Town’s contractor shall be responsible for obtaining, maintaining, and operating the construction site according to the EPA and NPDES guidelines.
3. Town of Southwest Ranches
 - a. Town Engineering/Public Works

No other agency approvals are included in this scope of services other than those identified above. Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the Town. Kimley-Horn is not responsible for extending time limited entitlements or permits. The Town shall provide all permit fees.

TASK 4: PUBLIC WORKSHOP

Kimley-Horn will attend one (1) public workshop with the Town residents to review the scope of the Green Meadows South Drainage Improvements. Kimley-Horn will prepare the project materials for the workshop, and the Town will present the material. The Town will schedule and advertise the public meeting.

TASK 5: FINAL CONTRACT DOCUMENTS

Once the Town and the above listed permitting agencies have approved the 60% construction documents, these will be used as the basis for preparing the final contract documents. Contract or "Front End" documents will be provided by the Town and reviewed by Kimley-Horn for conformance with the design plans.

During this task, Kimley-Horn will perform the following:

- Revise the drawings listed in Task 2 per the Town and permitting agency comments.
- Determine anticipated construction time for contract purposes.
- Update the engineer's opinion of probable construction costs.
- Prepare a bid form that will list the separate pay items, estimated quantities, and units.
- Provide the Town with a project description to be included in the Town's Front End documents.

TASK 6: BIDDING ASSISTANCE

It is our understanding that the Town will use a competitive bidding process to hire a contractor to construct the improvements. The Consultant shall consult with and advise the Town and act as its representative for the proposed improvements during the bidding process. This task is limited to attendance at a pre-bid meeting and issuance of addenda in response to contractor questions. Once bids are received, the Consultant shall review the bids and prepare a bid tabulation sheet for use in making the recommended award.

TASK 7: LIMITED CONSTRUCTION PHASE SERVICES

This task is to provide Limited Construction Phase Services by Kimley-Horn during construction of the Project. This scope of services is based on the project achieving substantial completion within 180 calendar days, plus 30 days to final completion. There are six separate limited construction phase services sub tasks regarding the Project. The tasks are as follows:

- 1. Meetings**
- 2. Resident Project Representative**
- 3. Shop Drawing Review**

4. **Contract Clarification**
5. **Review of Pay Application**
6. **Project Close Out**

Meetings: Kimley-Horn shall attend one (1) pre-construction meeting and bi-monthly progress meetings with the Construction Manager and their Contractor(s) to assess the project schedule and Contractor progress for the duration of the construction process. This task includes twelve (12) progress meetings. Meeting minutes will be provided by Kimley-Horn.

Resident Project Representation: A Resident Project Representative (“RPR”) shall be furnished by Kimley-Horn and shall act as directed by Kimley-Horn in order to assist Kimley-Horn in observing performance of the work of the Contractor(s).

The RPR shall visit the site while the Contractor is working for up to a total of sixteen (16) site visits during construction to observe the progress and quality of the executed work of the Contractor(s) and to determine if such work is proceeding in accordance with the contract documents for the construction of the improvements (the “Contract Documents”). The RPR will be onsite for up to 2 hours for each site visit. The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The RPR’s efforts will be directed toward providing the Town with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, Kimley-Horn shall keep the Town informed of the progress of the work, shall endeavor to protect the Town against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. Kimley-Horn shall perform the observations in accordance with the standard of care of the profession at the time of service.

Shop Drawing Review: Kimley-Horn shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the General Conditions of each construction contract) and samples and other data that each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review and approval, or other action, shall not extend to means, methods, sequences, techniques or procedures of construction, or safety precautions and programs incident hereto. Kimley-Horn shall perform these reviews in accordance with the standard of care of the profession at the time of service.

Kimley-Horn shall consult with and advise the Town as to the acceptability of substitute materials and equipment that are proposed by the Construction Manager’s prime contractor(s) hereinafter called “Contractor(s)”.

Contract Clarifications: Kimley-Horn shall issue the Town’s instructions to the Contractor, as well as issue interpretations and clarifications of the plans and specifications in connection therewith and review change orders as required.

Review of Pay Application: Based on Kimley-Horn's on-site observations and upon review of applications for payment and the accompanying data and schedules, Kimley-Horn shall work with the Town to determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment shall constitute a representation to the Town based on such observations and review that the work has progressed to the point indicated and that, to the best of Kimley-Horn's knowledge, information, and belief, the quality of work is in accordance with the Contract Documents (subject to any qualifications stated in Kimley-Horn's recommendations), and that payment of the amount recommended is due to Contractor(s).

By recommending any payment, Kimley-Horn shall not thereby be deemed to have represented that observations made by Kimley-Horn to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Kimley-Horn in this Agreement. Neither Kimley-Horn's review of Contractor's work for the purposes of recommending payments nor Kimley-Horn's recommendation of any payment including final payment will impose on Kimley-Horn responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

Project Close Out: Kimley-Horn shall review the Project with the Town to determine if the Project is substantially complete and conduct a final review to determine if the work has been completed in accordance with the Contract Documents. If the Contractor has fulfilled all of his or her obligations thereunder, Kimley-Horn will recommend, in writing, final payment and give written notice to the Town and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed). Kimley-Horn will review project record drawings prepared, provided, and certified by the Contractor. One set of reproducible "As-Built" drawings will be provided to the Town.

Kimley-Horn shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except the Kimley-Horn's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

TASK 8 – ADDITIONAL SERVICES

The consultant will provide, as requested and authorized by the Town, services that may be required in addition to those described in Tasks 1 through 7. These services may include but are not limited to such items as the following:

- Hardscape and Landscape design
- Irrigation design
- Street lighting design/FPL coordination
- Additional meetings associated with Public Involvement or Town Council input.
- Traffic Studies or traffic engineering services

SCHEDULE

The Consultant will provide services as expeditiously as practicable to meet a mutually agreed upon schedule.

FEE AND BILLING

The consultant will accomplish the services outlined in Tasks 1 through 7 for the Lump Sum Fee of **\$68,205** as outlined below. All permitting, application, and similar project fees if applicable will be paid directly by the Client.

TASK	DESCRIPTION	LABOR FEE
1	Project Kick-Off and Schematic Design	\$8,220
2	Design Development Plans	\$18,435
3	Drainage Design and Permitting	\$9,535
4	Public Workshop	\$3,275
5	Final Contract Documents	\$13,870
6	Bidding Assistance	\$3,080
7	Limited Construction Phase Services	\$11,790
LUMP SUM FEE		\$68,205

If authorized by the Town, additional service will be billed hourly as needed.

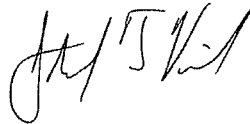
CLOSURE

The terms and conditions of the Town of Southwest Ranches' "Continuing Contract for Professional Engineering Services; RLI 19-005" shall govern this scope of services.

I appreciate this opportunity to submit this proposal. If you have any questions or need additional information, please contact me at (954) 535-5100.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Stefano Viola, P.E.
Project Manager



Gary R. Ratay, P.E.
Vice President