

RESOLUTION NO. 2023-034

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER WITH CARNAHAN PROCTOR AND CROSS, INC. IN THE AMOUNT OF SIXTY-NINE THOUSAND SEVEN HUNDRED SEVENTY DOLLARS AND ZERO CENTS (\$69,770.00) FOR CIVIL ENGINEERING SERVICES FOR THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDED DYKES ROAD PIPING PROJECT; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town was awarded American Rescue Plan Act (ARPA) funding and prioritized the Dykes Road Piping Project as a critical project; and

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

WHEREAS, the project includes installation of a 48" RCP culvert under Dykes Road south of Griffin Road extending westwards to new receiving water and littoral shelf area in Southwest Meadows Sanctuary Park from existing twin 48" RCP in Calusa Corners Park; and

WHEREAS, the total project cost is estimated to be Five Hundred Seventy-One Thousand Fifty Dollars and Zero Cents (\$571,050.00); and

WHEREAS, funds have been included in FY 2022-2023 Proposed Budget in account #001-3920-541-63260 (American Rescue Plan Act) for this specific project; and

WHEREAS, civil engineering services are required for the design and project management of the construction project; and

WHEREAS, these improvements must be completed by December 2024; and

WHEREAS, pursuant to RFQ 22-013 and Resolution 2023-009, the Town has a continuing contract for civil engineering services with Carnahan Proctor and Cross, Inc.; and

WHEREAS, the Town received a proposal from Carnahan Proctor and Cross, Inc. for professional civil engineering services for the improvements in the amount of Sixty-Nine Thousand Seven Hundred Seventy Dollars and Zero Cents (\$69,770.00); 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 Carnahan Proctor and Cross, Inc. in the amount of Sixty-Nine Thousand Seven Hundred Seventy Dollars and Zero Cents (\$69,770.00) for professional civil engineering services relating to the Dykes Road Piping 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.

[Signatures on Following Page]

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

Ranches, Florida, this 23rd day of February, 2023 on a motion by

Jim Jablonski and seconded by Chris Hartmann.

Breitkreuz	<u>(X)</u>
Allbritton	<u>(X)</u>
Hartmann	<u>(X)</u>
Jablonski	<u>(X)</u>
Kuczenski	<u>(X)</u>

Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>

[Signature]
Steve Breitkreuz, Mayor

Attest:

[Signature]
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

[Signature]
Keith Poliakoff, Town Attorney
1001.2311.01



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:

Carnahan Proctor and Cross, Inc
814 S. Military Trail
Deerfield Beach, FL 33442

Ship To:

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

P.O. DATE	REQUISITIONER	CONTRACT #	PIGGYBACK & PRICE LIST ATTACHED	EMERGENCY PURCHASE
2/24/2023	Emily Aceti		N/A	NO

QTY	UNIT	ACCOUNT NO.	DESCRIPTION	UNIT PRICE	TOTAL
		001-3920-541-63260	Dykes Road Piping Project Civil Engineering Services as per RFQ 22-013 and Resolution 2023-009 (ARPA Funding)		\$ 69,770.00
					\$ -
					\$ -
SUBTOTAL					\$ 69,770.00
SALES TAX					Exempt
TOTAL					\$ 69,770.00

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.



AGREEMENT FOR PROFESSIONAL SERVICES

Carnahan Proctor and Cross, Inc.
814 S. Military Trail
Deerfield Beach, FL 33442
Phone: 954. 972. 3959
Fax: 954. 972. 4178
www.carnahan-proctor.com

[X] New Contract
[] Amendment No:

Date: 12/1/2022
Project: P22-315

Planning
Civil Engineering
Surveying
CEI Services

Project Name: SWR – Twin 48” Culvert Ext under Dykes Rd
Southwest Ranches FL, 33331

To: Emely Aceti
Community Service Manager
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
954-343-740223 (Tel)
954-680-0218 (Fax)

Labor Fee: See Fee Summary

[X] Fixed Fee
[] Maximum Upset Fee

[] Time & Expenses
[] Other

Scope of Services: See Attached Scope of Services which are made a part of this Agreement.

Please execute this CLIENT Authorization for Carnahan Proctor and Cross, Inc. to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to CPC.

[] Subject to attached terms & conditions

[X] Subject to terms & conditions in our original Agreement Town of Southwest Ranches RFQ:22-013 dated: 11-17-2022

Carnahan Proctor and Cross, Inc. Authorization

Client Authorization (Please sign original and return)

By:

By:

Title: Vice President Engineering Services

Title:

Date: 12/1/2022

Date:



SCOPE OF SERVICES

This Agreement is comprised of Part I and Part II. Part I includes details of the services to be performed, timing of the services and compensation. Part II is the executed **Agreement RFQ:22-013 dated 11-17-2022**, which contains the Terms and Conditions of Agreement, are general terms of the engagement between **Town of Southwest Ranches (TOSWR)**, hereinafter called the CLIENT, and Carnahan Proctor and Cross, Inc. (CPC).

This Agreement is based on CPC's understanding of the project needs and has been developed to provide a high quality of service and deliverable. The services to be provided under this contract are more specifically described below. Please review this scope carefully to check that it fulfills your needs for this project. If you have questions or comments regarding any aspect of this proposal, please contact the undersigned.

PART I

PROJECT DESCRIPTION: This Scope of Work (SOW) has been prepared in support of the Town of Southwest Ranches to provide this agreement for professional services for Engineering Services for the design of twin 48" RCP culvert under Dykes Road south of Griffin Rd by extending westwards to new receiving water and littoral shelf area from existing twin 48" RCP, in Southwest Ranches, FL 33331., herein called "PROJECT" (Exhibit "A"). The following services are proposed:

ASSUMPTIONS

It is understood that CPC will perform services under the sole direction of the CLIENT. In the performance of these services. The following assumptions form the basis for this proposal:

- The CLIENT will assist CPC in obtaining electronic files of the survey prepared by Craven-Thompson and Associates, Inc., titled Boundary and Topographic survey, dated August 26, 2022 for Southwest Meadows Sanctuary and shall serve as the PROJECT base to accommodate the proposed improvements.
- CPC will open a design ticket with Sunshine One Call to identify potential existing third-party utilities within the PROJECT. CPC will utilize this information to request As-Builts information from identified third-party utility provider (Water, Sewer, Drainage, Gas, Telecommunication, Fiber Optics, Etc.)
- GPR and /or Softdigs of utility locates are not included in this contract.
- Additional Stormwater modelling of offsite areas are not included in this contract.
- No off-site improvements are required other than those specifically identified in the scope of services.
- Permit fees will be the responsibility of the CLIENT.



DESIGN PHASE

Task 1: Civil Engineering Construction Documents

Based upon the project needs CPC has determined the professional design disciplines necessary to develop a complete set of construction documents for the proposed project. The following design and construction plans have been identified and are provided under this agreement:

1. Prepare paving, grading and drainage plans including culvert profile, details, and specifications.
2. Prepare demolition and erosion control plans including details and specifications.
3. Prepare construction documents engineering cost estimate.
4. Conceptual MOT will be provided. However, final executable MOT will be the responsibility of the Contractor.

Task 2: Regulatory Permitting

For the Regulatory Permitting and Approvals Assistance, CPC will complete permit applications, generate, or request supplemental information and submit along with plans as prepared. CPC will also respond to comments and revise plans for up to two (2) rounds of comments. Tasks to the following regulatory agencies having jurisdiction. Utilizing the CLIENT approved Civil Engineering Construction Plans, CPC will prepare the following permit applications:

- South Broward Drainage District (SBDD)
- South Florida Water Management District (SFWMD) if necessary.
- Broward County Environmental Department assistance.
- Submit Town of Southwest Ranches Publics Works for review and approval.

It is assumed that the site improvements will be permitted as one (1) phase.

It will be the selected contractor's responsibility to prepare and process the following construction-related permits including, but not limited to, the following:

- SFWMD Dewatering Permit
- All construction permits through TOSWR
- NPDES permit and required monitoring.
- Maintenance of traffic permits.

Task 3: Littoral Shelf Planting Plan

CPC consultant will provide a Littoral Shelf Planting Plan based on the grading and stormwater plans, for area west of Dyke Road.



1. Littoral Shelf Planting Plan. CPC consultant will design a draft Littoral Shelf Planting Plan 24"x36" PDF sheet size, will define the species and estimate the quantities and spacing of the species and prepare a plan and cross-sectional view of the proposed littoral shelf.
2. Permitting – CPC consultant will determine the approval and permitting requirements of Broward County Environmental Department through research and consultation with CPC and Broward County. Natural Systems Analysts will handle this permitting portion with coordination with CPC and Broward County.
3. CPC Consultant will conduct a site visit to verify existing conditions.
4. CPC Consultant will communicate and meet with Broward County and CPC as needed.
5. It is anticipated one (1) sheet at 24"x36" is required for the littoral shelf planting plan and one (1) planting details sheet.

Task 4: Geotechnical Exploration

The geotechnical exploration and report shall include the following at a minimum:

- Perform three (3) standard penetration test (SPT) borings of 15 feet below existing grade, utilizing a truck or track drilling equipment. The SPT borings will be used as an investigative tool.
- Maintenance of Traffic (MOT) and MOT plan for one of the borings to be performed on the median of the roadway.
- A software-generated and plotted log of each boring will be prepared.
- Prepare a site plan showing the approximate test locations.
- Summarize the activities on this project in the form of a Geotechnical Report which will include test procedures used, data collected, evaluation of subsurface soil conditions, and engineering recommendations for the proposed construction.
- Provide recommended site preparation procedures and imported fill requirements.

BIDDING AND CONSTRUCTION PHASE

Task 5: Bidding Coordination and assistance

CPC will assist the CLIENT with the evaluation of Contractor bids and responses to Contractors Requests for Information (RFI) as follows:

1. Bidding coordination with CLIENT
2. CPC will provide project description, schedule of values, and bid ready construction documents. TOSWR to provided front end documents.



3. Prepare response to Contractors Requests for Information (RFI)
4. Assist the CLIENT with evaluation of Contractor bids, if required.

Task 6: Engineering and Construction Observation Services.

The following task is assumed to have a duration of up to 4 months from Contractors Notice to Proceed. As the Engineer of Record for the project, CPC shall perform the following tasks:

1. Attend Preconstruction Meeting.
2. Review of Shop Drawings.
3. Perform periodic Construction Observations as necessary for Final Certification.
4. Address and respond to Contractor's RFI's.
5. Assist with review of Contractor's pay requests if requested by CLIENT.
6. Review of material testing performed by Contractor.
7. Review of as-built drawings prepared by Contractor's registered surveyor.
8. Final Certification and Closeout
 - ENGINEER will attend selected inspections, including; final walk-through providing letters of certification as may be necessary to certify proposed improvements. Utilizing as-built information to be provided by the Contractor.

SERVICES NOT INCLUDED

The following services are not included in this Agreement:

1. Surveying Services including special purpose survey, construction layout, and As-Built survey.
2. Utility Locates, GPR, and SUE.
3. Traffic engineering services.
4. Culvert and hydraulic design.
5. Sketches and legal description for easement and agreements.
6. Environmental Reports.
7. Structural engineering and foundation design.
8. Architectural Drawings.
9. Concept Planning
10. Landscape/Irrigation/Hardscape Plans
11. Bonding agreements and bond release.
12. Permitting fees.
13. FDOT or Broward County permitting



CLIENT-FURNISHED INFORMATION

It is understood that CPC will perform services under the sole direction of the CLIENT. In the performance of these services, CPC will coordinate its efforts with those of other project team members, the CLIENT’s Surveyor, Utility locates, and other consultants, as required. The CLIENT shall provide CPC with all existing project-related technical data required to complete the consultant’s scope of services. CPC will rely upon the accuracy and completeness of CLIENT-furnished information in connection with the performance of services under this Agreement.

SCHEDULE

CPC’s production schedule is based upon the CLIENT’s schedule, subject to timely delivery of information promised by the CLIENT and is exclusive of CLIENT and local review of interim products.

COMPENSATION

The following summary of fees outlines the Lump Sum cost for each task to be provided by CPC for the scope of work above:

SUMMARY OF FEES

TOSWR

Twin 48” Culvert Ext. under Dykes Rd.

12/16/2022

Task	Description	Lump Sum Fees
1	Civil Engineering Construction Documents	\$34,900
2	Regulatory Permitting	\$6,000
3	Littoral Shelf Planting Plan	\$7,600
4	Geotechnical Exploration	\$3,765
5	Bidding Coordination and Assistance	\$4,200
6	Engineering and Construction Observation Services	\$13,500
	Total	\$69,770.00

In addition to the fees set out above, CPC shall be reimbursed for expenditures made specifically for the project such as: printing and reprographics; travel and subsistence; shipping, postage and courier service charges; purchase of maps and similar documents; etc. These direct expenses will be billed pursuant to the attached Hourly Rate Schedule. All government agency fees shall be paid by the CLIENT.

END OF SCOPE OF SERVICES

EXHIBIT "A"

