# **RESOLUTION NO. 2024-008**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$80,000.00) WITH CRAVEN THOMPSON AND ASSOCIATES, INC. FOR SURVEYING SERVICES FOR THE NEXT PHASE OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS THAT INCLUDES HOLATEE TRAIL FROM STIRLING ROAD TO EAST PALOMINO DRIVE, HUNTER LANE, SW 134<sup>TH</sup> AVENUE, AND LURAY ROAD; AUTHORIZING THE EXECUTION OF THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** the Town implemented a Transportation Surface and Drainage Ongoing Rehabilitation (TSDOR) program in FY 2015 with the goal of preserving and extending the life of the Town's paved streets; and

**WHEREAS,** the Drainage and Infrastructure Advisory Board (DIAB) and Town Council approved the TSDOR plan subject to annual review and amendment for those roads scheduled for construction five (5) fiscal years and beyond; and

**WHEREAS,** the next segment of roads on the TSDOR plan include Holatee Trail from Stirling Road to East Palomino Drive, Hunter Lane, SW 134<sup>th</sup> Avenue, and Luray Road; and

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

**WHEREAS,** the Town has a continuing contract for Surveying Services with Craven Thompson and Associates, Inc.; and

**WHEREAS,** the Town received a proposal from Craven Thompson and Associates, Inc. for surveying for the TSDOR Roadway Improvements in the amount of Eighty Thousand Dollars and Zero Cents (\$80,000.00); and

**WHEREAS,** the Town budgeted \$140,000 in the FY 2023-2024 Municipal Transportation Fund account #101-5100-541-63280 for this specific surveying and design project; 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:

# 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, Inc. in the amount of Eighty Thousand Dollars and Zero Cents (\$80,000.00) for surveying services relating to the TSDOR roadway improvements, 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 16<sup>th</sup> day of November, 2023 on a motion by

and seconded by

Breitkreuz Allbritton Hartmann Jablonski Kuczenski Ayes Nays Absent Abstaining

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney

1001.2405.01

October 30, 2023

email: eaceti@swranches.org

Emily McCord Aceti Community Services Manager Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330

**RE:** TOPOGRAPHIC SURVEY

**HOLATEE TRAIL, HUNTER LANE, & LURAY ROAD** 

SUNSHINE RANCHES AREA OF TOWN OF SOUTHWEST RANCHES CTA PROPOSAL NO. 2023-TO4.277

# CREVEN THOMPSON

Dear Ms. Aceti,

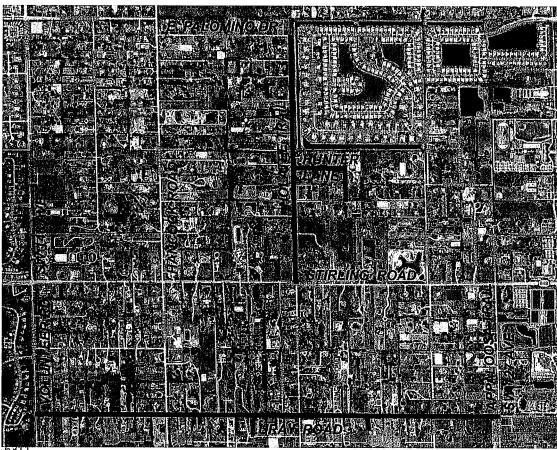
**SITE LIMITS:** 

The firm of Craven Thompson & Associates, Inc. is pleased to provide the following proposal for professional surveying services, for the above-referenced project. Our scope is as follows:

Holatee Trail, Hunter Lane, and Luray Road.

& ASSOCIATES INC.

Engineers Planners Surveyors Landscape Architects



3563 NW 53<sup>rd</sup> Street Fort Lauderdale, FL 33309-6

Phone: (954) 739-6400 Fax: (954) 739-6409

#### I. SURVEYING SERVICES

1.1 Topographic Survey (CTA Task No. 11050)

Prepare a topographic survey of portions of the following multiple roadways within the Town. The survey will include locations within the full right-of-way of the roads listed below. The total project length, including all adjacent side street sections, covers approximately 15,973 lineal feet. The project limits are shown above.

- 1. Holatee Trail, from Stirling Road north ±4,973 feet to the East Palomino Drive. This section is to include full right-of-way.
- 2. Luray Road, from SW 148<sup>th</sup> Avenue east ±9,327 feet to S.W. 127<sup>th</sup> Avenue. This section is to include full right-of-way.
- 3. Hunter Lane, from Holatee Trail east ±1,673 feet to the dead-end of S.W. 134<sup>th</sup> Avenue. This section is to include full right-of-way.
  - 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, in order to tie all improvements to.
  - The location of all <u>above-ground visible</u> 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.
  - 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.
  - 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 the North American Vertical Datum of 1988 (NAVD88) and based on the National Geodetic Survey (NGS), Florida Department of Transportation (FDOT), or South Florida Water Management benchmarks.

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- 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......\$80,000.00* 

Approximate time of completion: Fourteen (14) to sixteen (16) weeks, after receipt of Notice to Proceed (weather permitting).

#### Scope of Services

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work", subject to the fees hereinafter set forth.

In reviewing this proposal for professional services, it should be understood, that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize, and we ask that the Client recognize, that as a project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

- 1. Additional requirements identified by the Client.
- 2. New laws or governmental agency requirements.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "Hourly Fee Schedule" section of this proposal, or we can provide you with a separate proposal should the scope so indicate.

# Hourly Fee Schedule

<u>Civil Engineering Services</u>	
Principal Engineer	\$280/Hour
Senior Supervising Engineer	\$250/Hour
Senior Engineer	\$185/Hour
Project Engineer	\$155/Hour
Principal Engineer Senior Supervising Engineer Senior Engineer Project Engineer Engineering Senior CADD Technician	\$120/Hour
	. ,
Land Surveying & Mapping Services	
Principal Surveyor	\$225/Hour
Professional Land Surveyor	\$180/Hour
Professional Land Surveyor Project Surveyor	\$155/Hour
Survey CADD / GIS Tech	\$115/Hour
Survey Field Crew (1-Man Crew)	\$120/Hour
Survey Field Crew (2-Man Crew)	
Survey Field Crew (3-Man Crew)	\$200/Hour
Survey Crew with Laser Scan (3-Man Crew)	
Landscape Architecture and Planning Services	
Principal Landscape Architect / Principal Planner	\$225/Hour

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Senior Supervising Landscape Architect	\$200/Hour
Senior Landscape Architect	\$175/Hour
Senior Planner	\$170/Hour
Landscape Architect	
Project Landscape Designer	\$150/Hour
Project Landscape Designer	\$150/Hour
Construction Administration Services	
Director of Construction Management	\$185/Hour
Construction Manager	\$170/Hour
Senior Field Representative	\$135/Hour
Field Representative	\$115/Hour
Miscellaneous	
Clerical	\$95/Hour

### **Hourly Charges**

Hourly work will be billed at our current prevailing rates; however, these are subject to change due to increasing labor and material costs. Hourly work performed outside of normal business hours will be billed at one and a half times the current rates for overtime. No notice of change in prevailing rates shall be required. The firm's normal business hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

#### Lump Sum Fees

The Lump Sum Fees set forth above are applicable for a period of six (6) months from the date of this proposal. If the work on any item to which a lump sum fee shall apply is not commenced within said period, the firm reserves the right to terminate this Agreement as it relates to said item. If the work is initiated but not concluded within said period, regardless of the reason therefore, the balance of the fee due shall be increased at the rate of one percent (1%) per month for each month the work continues until the work is complete. No prior notice of such adjustment shall be required.

#### **Cost Estimates**

In that our firm does not have control over the cost of labor and materials, or over competitive bidding and marketing conditions, the estimates of construction costs provided by our firm will be made based on our experience and qualifications, but our firm does not guarantee the accuracy of the estimates of probable cost as compared to the contractor's bids. The firm recommends that you consult with the other professionals which you have employed in connection with the project.

# Ownership of Documents

All documents including, but not limited to, drawings and specifications prepared in connection with the project constitute the work product of the firm and a portion of the instruments of service with respect to the project. Such documents and/or specifications constitute a portion of the integral services provided by the firm and, as such, are not intended or represented to be suitable for reuse by you or others or for extensions of the project or in connection with any other project. The firm specifically disclaims any responsibility and/or liability for or in connection with the reuse of such documents and/or specifications or any use thereof beyond the scope of the Project as set forth herein. By your execution of this proposal, you agree to indemnify and hold the firm harmless from all claims, damages, losses, and expenses including, but not limited to, attorney's fees arising out of or resulting from the reuse or extended use of such documents or specifications.

#### **Permits and Approvals**

The permits and agency approvals mentioned above are those known to us to be required for projects of this kind, and we will apply for them as indicated. However, our experience has shown us that agencies and regulatory authorities do not always communicate new regulations and legislation properly and that the enforcement of policies can vary. The Client is therefore cautioned that additional permits or approvals other than those presently identified may be required. Should this arise, we will notify you and respond promptly to the requirement.

# **Construction Requirements**

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At the time that the firm is authorized by you to perform professional engineering services involving design plans and permit requiring approval by governmental agencies, the firm will be required to provide certificates of compliance to those agencies with regards to the performance of certain aspects of the work, which performance will be rendered by others. It will be necessary, therefore, for the firm to perform full-time observation regarding some items and to make periodic site visits for other items to determine whether or not the improvements are in "substantial compliance" with the relevant contract documents.

It shall be your responsibility to notify the firm of the commencement of any work so that the firm may perform the necessary inspections and observations. The amount of time required for such inspections and observations and for the completion of the applicable certifications will be dictated by the performance of the contractor. Moreover, and in addition to the required site visits, the firm must also prepare and review the as-built drawings during and at the end of the construction period. All of the services described in this paragraph constitute "extra work", unless otherwise specifically set forth in the "Scope of Services". The cost of providing these services is not included in the Lump Sum fee, unless specifically indicated.

The firm shall not be responsible for the quality or quantity of the work, the execution thereof, the techniques or sequences of construction, the safety and security of the project or the maintenance thereof. The firm is not a guarantor or insurer of the work of others and assumes no duty in connection therewith. In performing the services required of it, the firm will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the firm by virtue of the undertakings or of its performance of the service hereunder. Absent bad faith in the performance of the work hereunder, the firm shall not be liable for any damages resulting from misfeasance in the performance of any work with regards to the project. No person other than you shall have the right to rely on the expertise of the firm or the performance of the matters set forth herein. The firm reserves the right to record a memorandum hereof in the public records of the County.

The above stated services are the minimum level of services that the firm is obligated to perform. The firm currently provides a complete range of construction-related services which it will be happy to discuss with you at the time that your project is ready for construction.

#### Permit Fees; Application Fees; Outside Consultant Fees

The service fees set forth herein do not include the payment of governmental agency submittal fees, review fees or permit fees, or any other charges assessed by said agencies. Further, the service fees do not include the cost of services provided by others. These fees shall be paid for by the Client. Should our firm find it necessary to advance fees for the Client, said fees shall be reimbursed along with a service and handling fee upon receipt of the invoice for same.

# **Direct Charges**

Unless otherwise specified, the above service fees do not include the following direct charges:

- 1. Blueprints, mylars and xeroxing will be billed at current price schedule per print copy. These prices are available upon request
- 2. Postage, Federal Express, photographic services for enlargements, reductions, etc.: At Cost plus 10% handling charge.

#### <u>Assignment</u>

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party.

# LIABILITY

PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

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#### **Invoicing and Payment**

Work will be invoiced at the end of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. Client shall notify firm within ten (10) days of receipt of invoice should invoice be found to be unacceptable. Any invoice for which firm is not so notified shall be deemed to be acceptable for purposes of payment by Client.

If payment is not received within 45 days of the invoice date, Consultant may terminate this agreement or suspend work under the agreement without further notice, and a late charge of one and one-half percent (1-1/2%) per month on outstanding balance shall accrue until delinquent balance is paid. Client agrees to pay all costs of collection, including reasonable Attorney fees, should such action be required.

#### Client's Responsibilities

- 1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.
- 2. The Client shall furnish the services of soil engineers or other consultants when such services are deemed necessary. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
- 3. The Client shall furnish structural, mechanical, chemical, and other laboratory tests, inspections and reports as required by law or the Contract Documents.
- 4. The Client shall furnish a Legal Description of the property and the appropriate Title Information.
- 5. The Client shall execute all permit applications. As "Permittee", or "applicant" or "holder", Owner shall be responsible for complying with the conditions of all permits issued. Client shall be responsible for the safety of the General Public during construction.

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# **Acceptance**

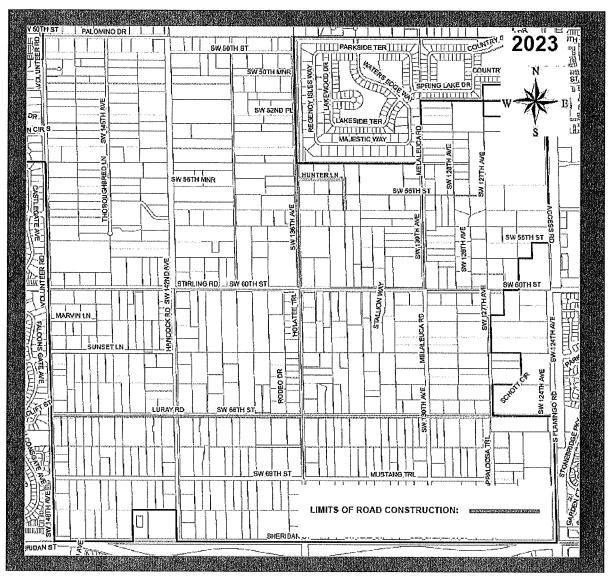
This proposal and fee schedules are based on acceptance within 30 days of the date of preparation. If not accepted by you within that time-period, we reserve the right to re-evaluate the terms and conditions contained herein.

If the proposed work and fees contained herein this letter and return same to our office. Shou not hesitate to call.	in are agreeable with you, please sign the enclosed or uld you have any questions regarding the above, please	opy of ase do
Sincerely,		
RICHARD CRAWFORD, P.S.M. Professional Land Surveyor		
RGC/ NR		
ACCEPTANCE OF PROPOSAL: The above fees, are hereby accepted. You are authorized to do THIS PROPOSAL ACCEPTED BY:	, terms, conditions, and specifications are satisfactor o the work as specified. Payment will be made as out	y and tlined.
Name & Title		
Firm Name		
Date		
Telephone Number		
AP e-mail address for Invoices		

# PROJECT CONTACT / BILLING INFORMATION

Business Name:						
Business Address:						
				·		
			····			
Business Phone Number:						
Business Fax Number:					-	
Project Manager's Name:						
Contact Phone Number:						
E-mail Address:						-
Billing Contact's Name:						
Contact Phone Number:						
E-mail Address:						
Billing Address:						
(if different than above)	-					
	<u></u>					
Preferred Method of Receiving In	voices:	Mail		E-Mail		

# **Proposed Improvements in Sunshine Ranches**



Street Name	From	To	Length (Miles)
Holatee Trail	E. Palomino Drive	Stirling Road	0.91
Hunter Lane	Holatee Trail	SW 134th Ave	0.19
SW 134th Ave	SW 55th Street	South dead end	0.17
Luray Road	Melaleuca Drive	Volunteer Road	1.51
Luray Road	Appaloosa Trail	Melaleuca Drive	0.23
		TOTAL	3.01