

**RESOLUTION NO. 2024-009**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF FIFTY-ONE THOUSAND THREE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$51,350.00) WITH KIMLEY HORN AND ASSOCIATES, INC. FOR PROFESSIONAL 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**, professional design 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 design for the TSDOR Roadway Improvements in the amount of Fifty-One Thousand Three Hundred Fifty Dollars and Zero Cents (\$51,350.00); 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:**

**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 Fifty-One Thousand Three Hundred Fifty Dollars and Zero Cents (\$51,350.00) for professional 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

*Steve Breitkreuz* and seconded by *Greg Jablonski*

Breitkreuz	<i>Yes</i>
Allbritton	<i>Yes</i>
Hartmann	<i>Yes</i>
Jablonski	<i>Yes</i>
Kuczenski	<i>Yes</i>

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

*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  
1001.2404.01

# Kimley»»Horn

October 26, 2023

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

**Re: Proposal for the 2024 Transportation Surface and Drainage Ongoing Rehabilitation Project – Sunshine Ranches 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; RFQu No. 22-013” 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 2024 Transportation Surface and Drainage Ongoing Rehabilitation (TSDOR) – Sunshine Ranches Project.

## **Project Understanding**

The Town of Southwest Ranches is proposing roadway resurfacing and striping on approximately 3.01 centerline miles of local Town roadways; Exhibit “A” highlights the roads that are to be resurfaced. The proposed improvements include milling and resurfacing, roadway reconstruction, curbing, roadway striping and signage, and swale regrading. No work shall be proposed outside of the Town’s right-of-way.

## **Project Assumptions**

- The plans will be prepared using the survey provided by the Town (prepared by Craven and Thompson and Associates, Inc.), high resolution aerials and construction notes.
- 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.
- This scope of services does not include drainage design, drainage calculations, or bridge improvements.

- Proposed curbing and pavement markings are associated with roadway resurfacing only. 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 – SITE VISIT

As part of this Task, Kimley-Horn will provide the following:

1. Visit each roadway depicted in Exhibit “A” one (1) time to verify the current asphalt and curbing conditions, and the existing site signing and marking.

### TASK 2 – CONSTRUCTION PLANS

Kimley-Horn will perform engineering and design services for the preparation of construction plans and design requirements as notes on the plans. These construction plans shall consist of engineering drawings that will depict milling and resurfacing, roadway reconstruction, curbing, roadway striping and signage, and swale regrading. Contract or “Front End” documents will be provided by the Town. Construction plans will be prepared to a level suitable to submit with permit applications for the Town’s review.

During this task, the Consultant will perform the following:

- Tabulate anticipated construction items, quantities and pay item notes.
- Estimate construction time for contract purposes.
- Prepare an engineer’s opinion of probable construction costs.
- Prepare a bid form that will list the separate pay items, estimated quantities, and units.

### TASK 3 – PUBLIC WORKSHOP

Kimley-Horn will attend one (1) public workshop with the Town residents to review the scope of the TSDOR 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 4 – PERMITTING

It is understood that the Town does not have a contract with BCTED to maintain signage and marking throughout the Town’s Right-of-Way. Therefore, plan approval from BCTED is not required for this project. However, Kimley-Horn will prepare and submit the construction plans to Broward County Traffic Engineering Division (BCTED) as a coordination effort during this Task. Kimley-Horn will address up to two (2) rounds of comments from BCTED.

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. The Town shall provide all permit fees.

## **TASK 5 – 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 6 – 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 150 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 twenty-five (25) 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 3 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 7 – 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 6. 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.
- Drainage Improvements and Drainage Permitting
- 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 6 for the Lump Sum Fee of **\$51,350** as outlined below. All permitting, application, and similar project fees if applicable will be paid directly by the Client.

TASK	DESCRIPTION	LABOR FEE
1	Site Visit	\$3,670
2	Construction Plans	\$16,790
3	Public Workshop	\$3,470
4	Permitting	\$3,220
5	Bidding Assistance	\$3,895
6	Limited Construction Phase Services	\$20,305
	<b>LUMP SUM FEE</b>	<b>\$51,350</b>

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; RFQu No. 22-013" 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.  
**Vice President**



**EXHIBIT A**

**TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION  
(TSDOR) CONSTRUCTION PROGRAM SCHEDULE**

East/West of I-75	Street Name	From	To	Full Public R/W (Y/N) (Provided by Town)	Average Rating	Minimum Rating	Maximum Rating	Length (miles)	Resurfacing & Swale Restoration Cost	Fiscal Year	
	Street Name	Street Name	Street Name								
E	Holatee Trail	East Palomino Drive	Stirling Road	Y	3	2	5	0.91	\$ 142,900.00	2023	
E	Hunter Lane	Holatee Trail	SW 134th Avenue	Y	5	2	8	0.19	\$ 35,600.00	2023	
E	SW 134th Avenue	SW 55th Street	South dead end	Y	4	4	6	0.17	\$ 24,300.00	2023	
E	Luray Road	Melaluca Drive	Volunteer Road	Y	5	3	6	1.51	\$ 246,700.00	2023	
E	Luray Road	Appaloosa Trail	Melaluca Drive	Y	2	2	2	0.23	\$ 36,500.00	2023	
								<b>TOTALS</b>	<b>3.01</b>	<b>\$ 486,000.00</b>	<b>2023</b>
								<b>INFLATION ADJUSTMENT</b>	<b>\$ 87,000.00</b>	<b>2023</b>	
								<b>TOTAL FISCAL YEAR PROJECTS</b>	<b>\$ 573,000.00</b>	<b>2023</b>	

Based Upon November 5, 2013 "Streets Condition Assessment" Pavement Management Plan by King Engineering Associates, Inc.

# 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
<b>TOTAL</b>			<b>3.01</b>