

RESOLUTION NO. 2015 - 029

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AUTHORIZATION TO PROCEED WITH WINNINGHAM AND FRADLEY, INC. FOR SURVEYING SERVICES FOR PHASE ONE OF THE TRANSPORTATION SURFACE AND DRAINAGE ONGOING REHABILITATION (TSDOR) ROADWAY IMPROVEMENTS; AUTHORIZING THE MAYOR TO EXECUTE THE AUTHORIZATION TO PROCEED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Drainage and Infrastructure Advisory Board (DIAB) and Town Council have approved the first four years of the TSDOR 21-year plan subject to annual review and amendment; and

WHEREAS, the first group of roads scheduled for construction in FY 2016 have been reviewed by Town legal staff and have been determined to have no encumbered right of way issues; and

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

WHEREAS, on December 18, 2013, the Town advertised a Request for Letters of Interest (RLI #13-010) for a Continuing Contract for Professional Engineering Services; and

WHEREAS, on September 15, 2014, pursuant to Resolution 2014-056, the Town Council approved Continuing Contracts for Surveying Services with Winningham and Fradley and two other firms; and

WHEREAS, the Town received proposals from Winningham and Fradley, Inc. for surveying Phase One of the TSDOR Roadway Improvements; and

WHEREAS, the Town Council believes that Winningham and Fradley's proposal 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: Recitals. The recitals above are true and correct and are incorporated herein by reference.

Section 2: Authorization. The Town Council hereby approves an Authorization to Proceed for surveying services with Winningham & Fradley in substantially the same form as that attached hereto as Exhibit "A".

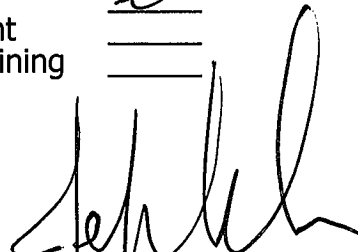
Section 3: Approval. The Town Council hereby authorizes the Mayor to execute the Authorization to Proceed in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

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

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 26th day of February 2015, on a motion by Mr Breitkreuz and seconded by Mr McKay.

Nelson	<u>Ayes</u>
Fisikelli	<u>Ayes</u>
Breitkreuz	<u>Ayes</u>
Jablonski	<u>Ayes</u>
McKay	<u>Ayes</u>

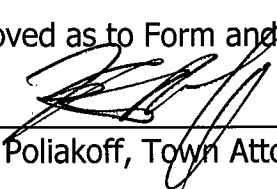
Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u> </u>
Abstaining	<u> </u>



Jeff Nelson, Mayor

Attest:


Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:


Keith Poliakoff, Town Attorney

WINNINGHAM & FRADLEY, INC.
ENGINEERS • PLANNERS • SURVEYORS

January 21, 2015

Clete J. Saunier, P.E.
Community Services Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330-2628

OFFICE 954.343.7444
FAX 954.434.1490

Re: SW 205th Ave

Dear Mr. Saunier

The following is our proposal for the professional Surveying services involved in the above referenced project.

Our services will include locations & topography for the above referenced site as outlined in client's request. A more complete list of the work expected to be involved, with their respective cost, is contained in Exhibit A, attached.

Payment for all items contained in Exhibit A will be expected based on monthly progress of the work completed under terms and conditions as described in Exhibit B. Payment for any additional work, work not specifically described in Exhibit A, shall be expected based on our monthly submittal of time spent and material used on that work at the unit rates, terms and conditions given in Exhibit B. If additional work is required which is substantial we shall, at your request, provide you with an estimated fee and make such work part of this proposal.

We expect to start our services promptly after receipt of your acceptance of this proposal and any necessary pre-design information. If the project is stopped at any point during our work, this proposal will be terminated and our total compensation will be based on the total work done. After full payment for our services is made, two copies of all work, complete or not, will then be furnished to you upon request.

The general provisions for this proposal are based on the applicable portions of General Provisions in the Standard Form of Agreement Between Owner and Engineer for Professional Services as prepared by the Engineer's Joint Contract Documents Committee and issued and published jointly by the National Society of Professional Engineers, American Consulting Engineers Council, and the American Society of Civil Engineers (EJCDC Number 1910-1, 1996 Edition). This proposal, the attached Exhibits A and B, and the said general provisions represents the entire understanding between you and Winningham & Fradley, Inc., and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of the arrangement between both of us, please sign and return one of the enclosed copies of this proposal to our office. This proposal will be open for acceptance for 60 days, unless changed by us in writing.

If you have any questions, please do not hesitate to call.

Sincerely,
WINNINGHAM & FRADLEY, INC.



Mark D. Sturgis, P.S.M.
Professional Surveyor

AUTHORIZATION TO PROCEED:

The undersigned Jeff Nelson is the Mayor

of Town of Southwest Ranches and is authorized sign

this agreement on behalf of Town of Southwest Ranches, and

Winningham & Fradley, Inc. may rely on his representations.

Accepted this 26th day of February, 2015.

Town of Southwest Ranches

By:  _____

EXHIBIT A
TO THE LETTER AGREEMENT BETWEEN
THE TOWN OF SOUTHWEST RANCHES
AND
WINNINGHAM AND FRADLEY, INC.
FOR
SW 205th Ave
Road Improvements

January 21, 2015

The following is a further description of the basic Surveying services and related matters.

ITEM DESCRIPTION
AMOUNT

I. PHASED FIXED FEE ITEMS: LOCATIONS AND TOPOGRAPHY

Survey Scope:

- Survey edges of pavement to provide an accurate area of resurfacing
- Locate all utility manholes, valve covers, etc. Within pavement area
- Locate pavement seams south of stop bar striping at Griffin Road

TOTAL: \$2,000.00

Drafting \$537.00

TOTAL FOR THIS PHASE: \$2,537.00

Additional Services:

Revisions to plans due to changes by owner or owner's representatives.

HOURLY

EXHIBIT B
 TO THE LETTER AGREEMENT BETWEEN
 the town of southwest ranches
 AND
 WINNINGHAM AND FRADLEY, INC.
 FOR
 SW 205th Ave
 Road Improvements

UNIT RATE AMOUNTS

DESCRIPTION UNIT AMOUNT

DESCRIPTION	UNIT	AMOUNT
Principal	Hour	\$185.00
Professional Engineer/Senior Project Manager	Hour	\$160.00
Engineer Intern/Project Manager	Hour	\$132.00
Inspector	Hour	\$100.00
Technician	Hour	\$100.00
Administrative Services	Hour	\$ 67.00
Depositions/Court Testimony	Hour	\$370.00
Professional Land Surveyor	Hour	\$140.00
Survey Crew	Hour	\$140.00
Survey Office	Hour	\$115.00
Out of Pocket Expenses	Expense	110%
Mileage at IRS Rate	Expense	110%
11 X 17 or 18 x 24 Prints	Each	\$ 1.20
24 x 36 Blackline Prints	Each	\$ 2.65
11 X 17 or 18 X 24 Color Plotted Bond	Each	\$ 2.90
24 X 36 Color Plotted Bond	Each	\$ 9.75
8 1/2 X 11 Photo Plot	Each	\$ 5.80
11 X 17 Photo Plot	Each	\$ 12.60
24 X 36 Photo Plot	Each	\$ 66.00
24 X 36 Mylars	Each	\$ 40.00
24 X 36 Vellum	Each	\$ 40.00
Reductions	Each	\$ 5.80
Electronic Media	Each	\$ 10.50
Aerials	SF	\$ 11.50
Color Plotted Bond	SF	\$ 1.65
Photo Plot - Special Media	SF	\$ 15.00
Print Mounting	Each	\$ 42.00
Finance Charge on Past Due Account	Balance	1.5%

TERMS AND CONDITIONS

1. The above unit rates are in effect until October 1, 2015, and may be subject to an increase anytime after that date.
2. Hourly rates are based upon a forty (40) hour week, excluding holidays. Time in excess of forty (40) hours per week will be invoiced at one and one-half times the rates quoted herein.
3. If the project is stopped at any point during our work, this proposal will be terminated and our total compensation will be based on the total work done. After full payment for our services, two copies of all work, complete or not, will then be furnished to you upon request.
4. A monthly carrying charge will be assessed on all invoices over 30 days past due.
5. Any invoices which are 60 days overdue, and have not been contested in writing, will be considered approved for payment.
6. We may, after seven days written notice, stop all work if payment for our services becomes 60 days overdue.
7. We may initiate legal action at your expense if payment becomes 90 days overdue.
8. All outstanding invoices must be paid in full prior to our Final Certification.
9. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, PARTIES TO THIS AGREEMENT ARE HEREBY NOTIFIED THAT INDIVIDUALS EMPLOYED BY WINNINGHAM & FRADLEY, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

WF WINNINGHAM & FRADLEY, INC.
ENGINEERS • PLANNERS • SURVEYORS

January 21, 2015

Clete J. Saunier, P.E.
Community Services Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330-2628

OFFICE 954.343.7444
FAX 954.434.1490

Re: 208th Ave, 209th Ave & 210th Ave

Dear Mr. Saunier

The following is our proposal for the professional Surveying services involved in the above referenced project.

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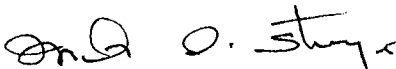
Payment for all items contained in Exhibit A will be expected based on monthly progress of the work completed under terms and conditions as described in Exhibit B. Payment for any additional work, work not specifically described in Exhibit A, shall be expected based on our monthly submittal of time spent and material used on that work at the unit rates, terms and conditions given in Exhibit B. If additional work is required which is substantial we shall, at your request, provide you with an estimated fee and make such work part of this proposal.

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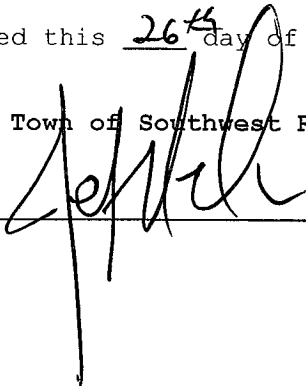


EXHIBIT A
 TO THE LETTER AGREEMENT BETWEEN
 THE TOWN OF SOUTHWEST RANCHES
 AND
 WINNINGHAM AND FRADLEY, INC.
 FOR
 208TH Ave, 209TH Ave, & 210TH Ave
 Road Improvements

January 21, 2015

The following is a further description of the basic Surveying services and related matters.

ITEM DESCRIPTION
AMOUNT

I. PHASED FIXED FEE ITEMS: LOCATIONS AND TOPOGRAPHY

- Survey centerline and edges pavement
- Locate all utility manholes, valve covers, etc within pavement area
- Locate inlet grates
- Determine water elevation inside inlets and standing water elevations in open ditches
- Locate all mailboxes and trees within R/W (Outer edge of trees if linear and edge of landscaping)
- Locate fences adjacent to R/W
- Locate all driveways
- Locate pipe culverts and provide diameters and invert elevations
- Criss Section at 100' intervals establishing elevations and lcoations of centerline of pavement, edges of pavement, centerline of swale (or ½ distance from edge of pavement to R/W) and ground at R/W or boundary fence
- Set horizontal and vertical control for contractor's use during construction
 - Benchmarks at 1,000 intervals set at R/W line
 - Centerline of R/W at all PI's
- Locate pavement seam at Griffin Road

TOTAL: \$11,000.00

Drafting \$2,933.00

TOTAL FOR THIS PHASE: \$13,933.00

Additional Services:

Revisions to plans due to changes by owner or owner's representatives.

HOURLY

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TO THE LETTER AGREEMENT BETWEEN
the town of southwest ranches
AND
WINNINGHAM AND FRADLEY, INC.
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DESCRIPTION UNIT AMOUNT

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