

**RESOLUTION NO. 2017-029**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WORK PROPOSALS WITH CRAIG A. SMITH AND ASSOCIATES, INC. FOR ENGINEERING SERVICES AND CRAVEN THOMPSON AND ASSOCIATES, INC. FOR SURVEYING SERVICES FOR THE STIRLING ROAD GUARDRAIL IMPROVEMENTS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Fiscal Year 2016-17 General Appropriations Act provided the Town with an appropriation of \$300,000 in the Economic Development Transportation Projects for guardrail installation on Stirling Road; and

**WHEREAS**, on November 10, 2016, pursuant to Resolution No. 2017-013, the Town entered into an agreement with the Florida Department of Transportation to accept this funding; and

**WHEREAS**, the Town is prepared to complete the project at an estimated total cost of \$350,000; and

**WHEREAS**, these improvements are required to be completed by June 30, 2019; and

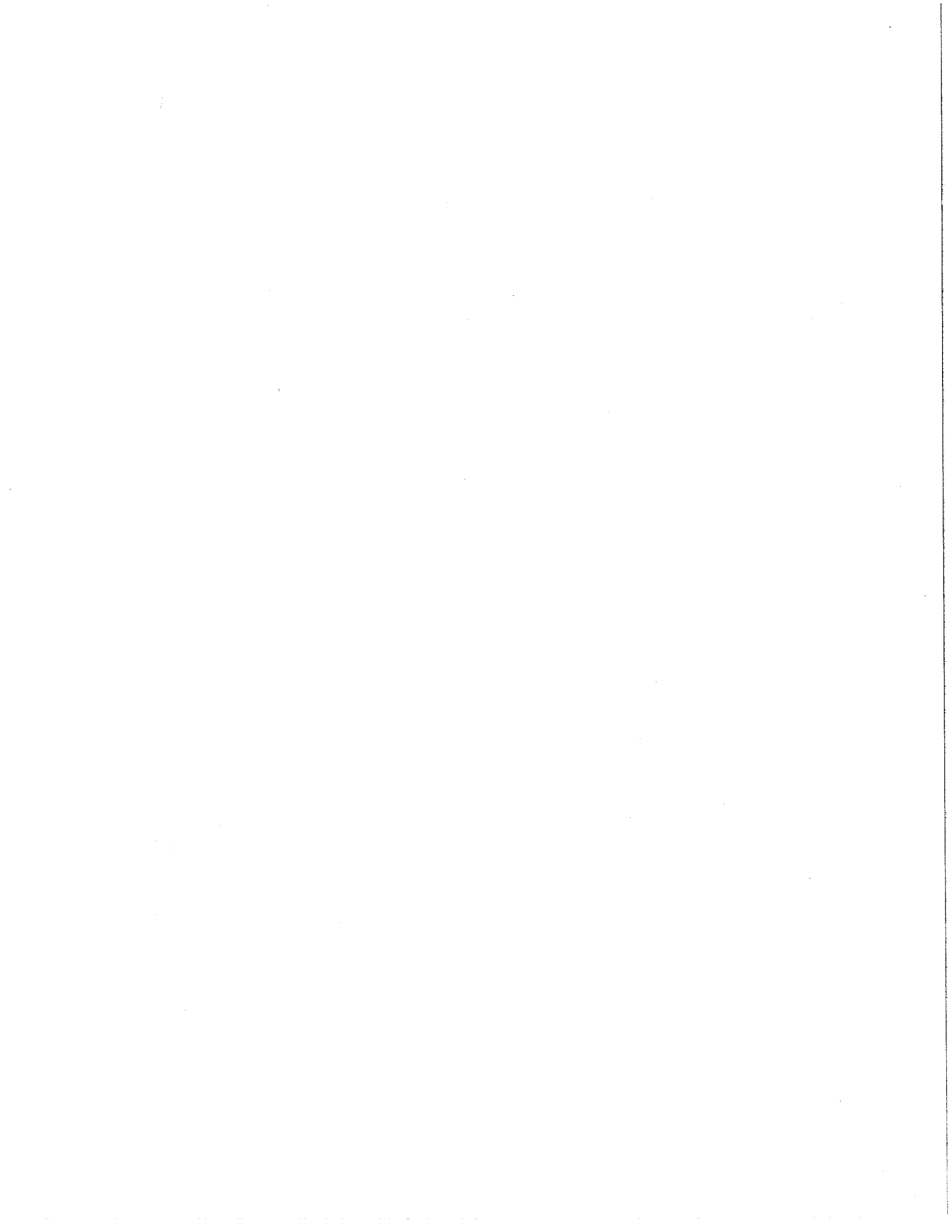
**WHEREAS**, engineering and surveying services are needed to complete the construction; and

**WHEREAS**, on June 20, 2014, the Town advertised a Request for Letters of Interest (RLI # 14-007) for a continuing contract for professional engineering services; and

**WHEREAS**, on November 13, 2014, pursuant to Resolution No. 2015-005, the Town approved a continuing contract for engineering services with Craig A. Smith and Associates, Inc.; and

**WHEREAS**, on December 18, 2013, the Town advertised a Request for Letters of Interest (RLI #13-010) for a continuing contract for professional surveying services; and

**WHEREAS**, on September 9, 2014, pursuant to Resolution No. 2014-056, the Town approved a continuing contract for surveying services with Craven Thompson and Associates, Inc.; and



**WHEREAS**, this project is specifically named in the FY 2016-2017 Town Budget;  
and

**WHEREAS**, Craven Thompson and Associates, Inc. provided a proposal for surveying services for this project in the amount of Twenty One Thousand Eight Hundred Dollars (\$21,800); and

**WHEREAS**, Craig A. Smith and Associates, Inc provided a proposal for engineering services for this project in the amount of Thirty Four Thousand Three Hundred Dollars (\$34,300); and

**WHEREAS**, the Town budgeted \$350,000 for this improvement in Account # 101-5100-541-63320 (Infrastructure – Guardrails); and

**WHEREAS**, the Town Council believes the approval of these two purchase orders to complete the construction of guardrails along Stirling Road is in the best interest of the health, safety, and welfare of its residents; and

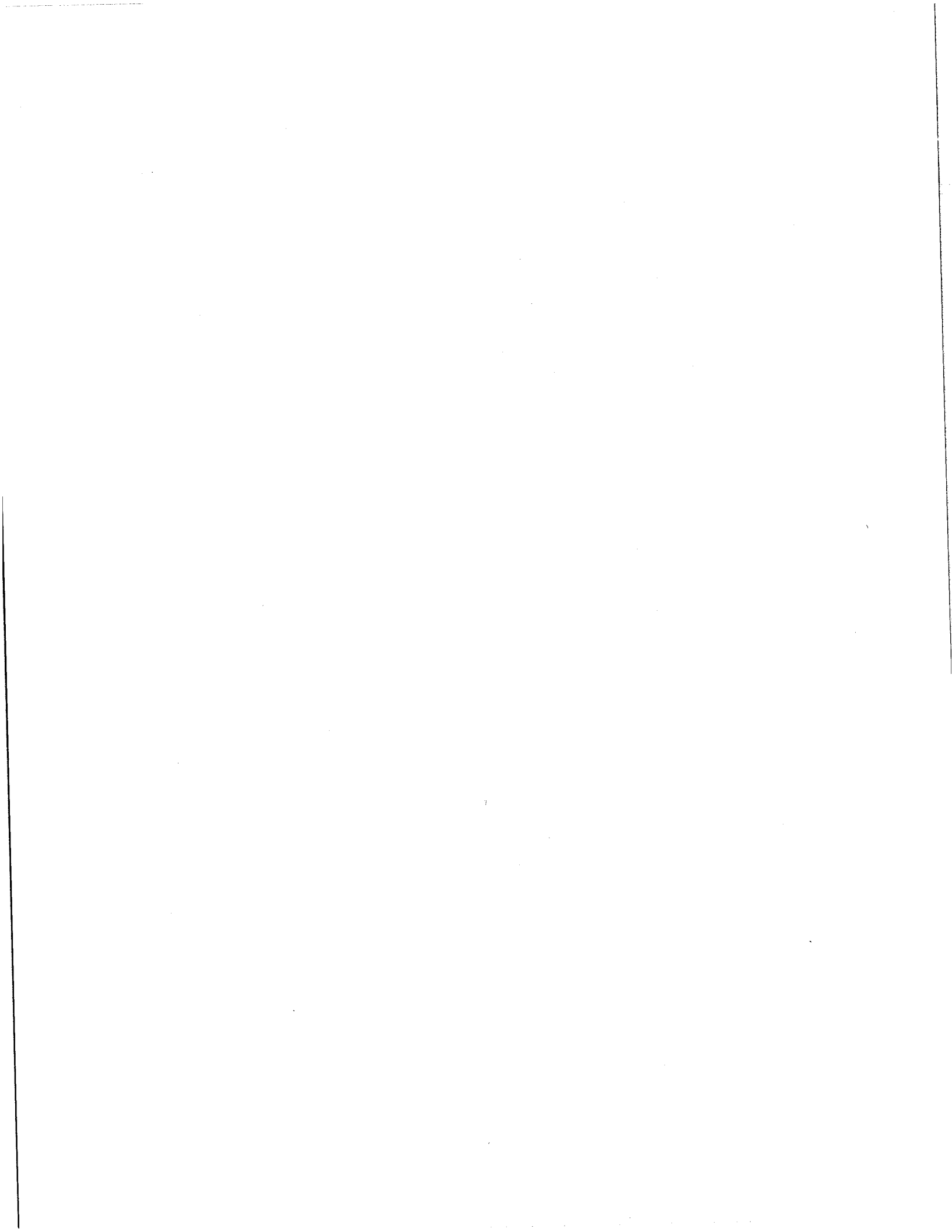
**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:

**Section 1. Recitals.** The above-referenced recitals are true and correct and are incorporated herein by reference.

**Section 2. Authorization.** The Town Council hereby approves purchase orders for the improvements in substantially the same form as that attached hereto as Exhibit "A" and "B" and to make such modifications, additions, and / or deletions, which they deem necessary to effectuate the intent of this Resolution.

**Section 3. Approval.** The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute purchase orders in substantially the same form as that attached hereto as Exhibits "A" and "B", and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 4. Effective Date.** That 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 January, 2017 on a motion by

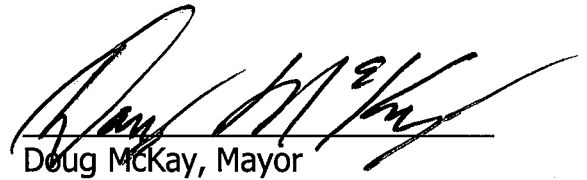
Vice Mayor Breithaupt and seconded by Council Member Jablonski

McKay  
Breitkreuz  
Jablonski  
Fisikelli  
Schroeder

Yes  
Yes  
Yes  
Yes  
Yes

Ayes  
Nays  
Absent  
Abstaining


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Doug McKay, Mayor

Attest:

  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

  
Keith Poliakoff, Town Attorney

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December 14, 2015

*e-mail: [rley@southwestranches.org](mailto:rley@southwestranches.org)  
[eaceti@southwestranches.org](mailto:eaceti@southwestranches.org)*

Mr. Rod Ley, P.E.  
Public Works Director / Town Engineer  
Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330-2628

**RE: TOPOGRAPHIC SURVEY OF TWO PORTIONS OF STIRLING ROAD  
BETWEEN SW 148<sup>TH</sup> AVENUE AND FLAMINGO ROAD  
CT&A PROPOSAL NO. 2016-T04.399 REV1**

**CRAVEN THOMPSON**



**& ASSOCIATES INC.**

Engineers  
Planners  
Surveyors  
Landscape Architects

Dear Rod:

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:

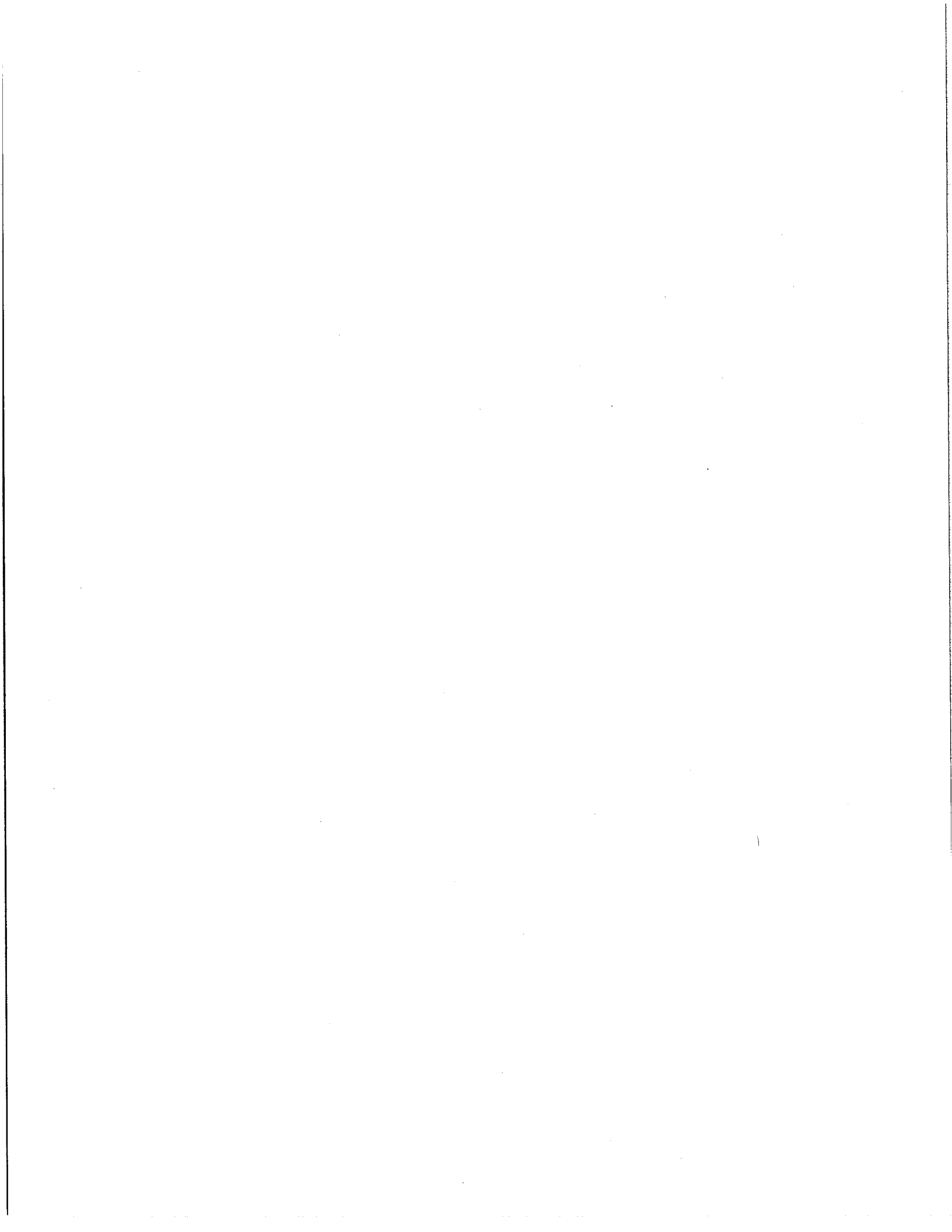
**I. SURVEYING SERVICES**

**1.1 Topographic Survey of Stirling Road (CT&A Task No. 11050)**

Prepare a topographic survey of two (2) sections of Stirling Road within the Town limits. The first section is from SW 148<sup>th</sup> Avenue (Volunteer Road), east to SW 142<sup>nd</sup> Avenue (Hancock Road), approximately 2,640 linear feet. The second section is from SW 130<sup>th</sup> Avenue (Melaleuca Road), east to the entrance to the property at 12601 Stirling Road, approximately 1,680 linear feet. On the first section, the canal is on the south side of Stirling Road. On the second section, the canal is on the north side of Stirling Road, running easterly for 2,600 feet, and then jumps to the south side for the remaining portion, to the eastern terminus of this section. 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 westerly section of the project will include from the north right-of-way of Stirling Road, to the south top of bank of the canal where its accessible, with cross-sections of the canal as defined below.

3563 N.W. 53rd Street  
Fort Lauderdale, FL 33309-6311  
(954)739-6400  
Fax (954) 739-6409





- The easterly section of the project will include from the south right-of-way of Stirling Road, to the north top of bank of the canal, when the canal is on the north side of the road, and will include from the north right-of-way of Stirling Road, to the south top of bank of the canal, when the canal is on the south side of the road. All cross-sections of the canal area are as defined below.
- The location of all above-ground visible improvements, including pavement, slabs, fences, signs, mailboxes, overhead wires and utility features, within the limits of this survey, as defined above.
- The survey crew will field locate all utility lines painted or flagged by an underground utility location contractor, and add them to the survey drawings.
- Trees are not included within the scope of this project, unless they are between the canal and the edge of pavement for Stirling Road.
- Locations of the edge of pavement, topo of bank and water's edge, will be located every hundred (100) feet, due to the shape of the existing top of bank, and to verify locations for design of the proposed guard rail system. Additional locations will be taken on areas that have eroded to less than three (3) feet, from the edge of Stirling Road pavement, to the top of bank.
- 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.
- Private driveways, headwalls and culverts along the canal will be located in the field, where they are accessible and not obstructed by fences, gates, or security systems, including dogs.
- All elevations will be relative to North American Vertical Datum of 1988 (NAVD88) and based on National Geodetic Survey (NGS), or Florida Department of Transportation (FDOT) benchmarks.
- Benchmarks will be provided on a 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 2014 or higher, drawing file format, and provided along with hard copy signed and sealed surveys.

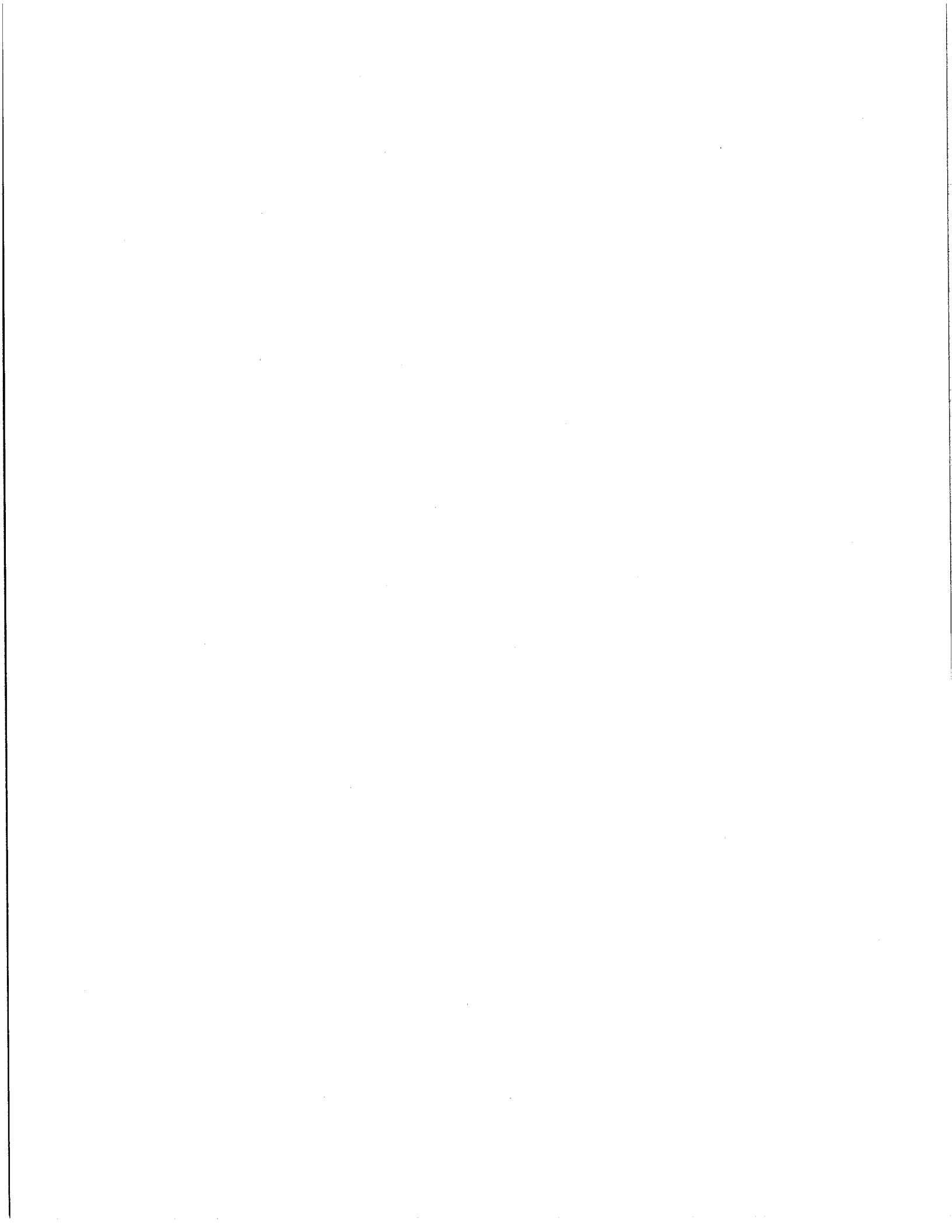
**Lump Sum:.....\$21,800.00**

Approximate time of completion: Five (5) to six (6) 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. The terms hereof shall be construed in favor of the firm and all inferences and implications shall be deemed to be for the benefit of the firm.

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. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. 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**

Principal .....	\$220/Hour
Principal Engineer .....	\$180/Hour
Senior Supervising Engineer .....	\$160/Hour
Principal Surveyor/Landscape Architect/Planner .....	\$145/Hour
Director of Construction Management .....	\$135/Hour
Senior Engineer/Senior Landscape Architect.....	\$120/Hour
Landscape Architect/Senior Planner .....	\$115/Hour
Professional Land Surveyor.....	\$110/Hour
Project Engineer/Surveyor/Planner/Biologist/Landscape Designer .....	\$105/Hour
Senior Field Representative .....	\$90/Hour
Senior CADD Technician.....	\$80/Hour
Field Representative .....	\$80/Hour
Clerical .....	\$65/Hour
Survey Field Crew (2-Man Crew) .....	\$115/Hour
Survey Field Crew (3-Man Crew) .....	\$145/Hour
Survey Crew with Laser Scan (3-Man Crew) .....	\$250/Hour
Expert Witness Testimony .....	\$275/Hour
Court Appearances	\$300/Hour

**Hourly Charges**

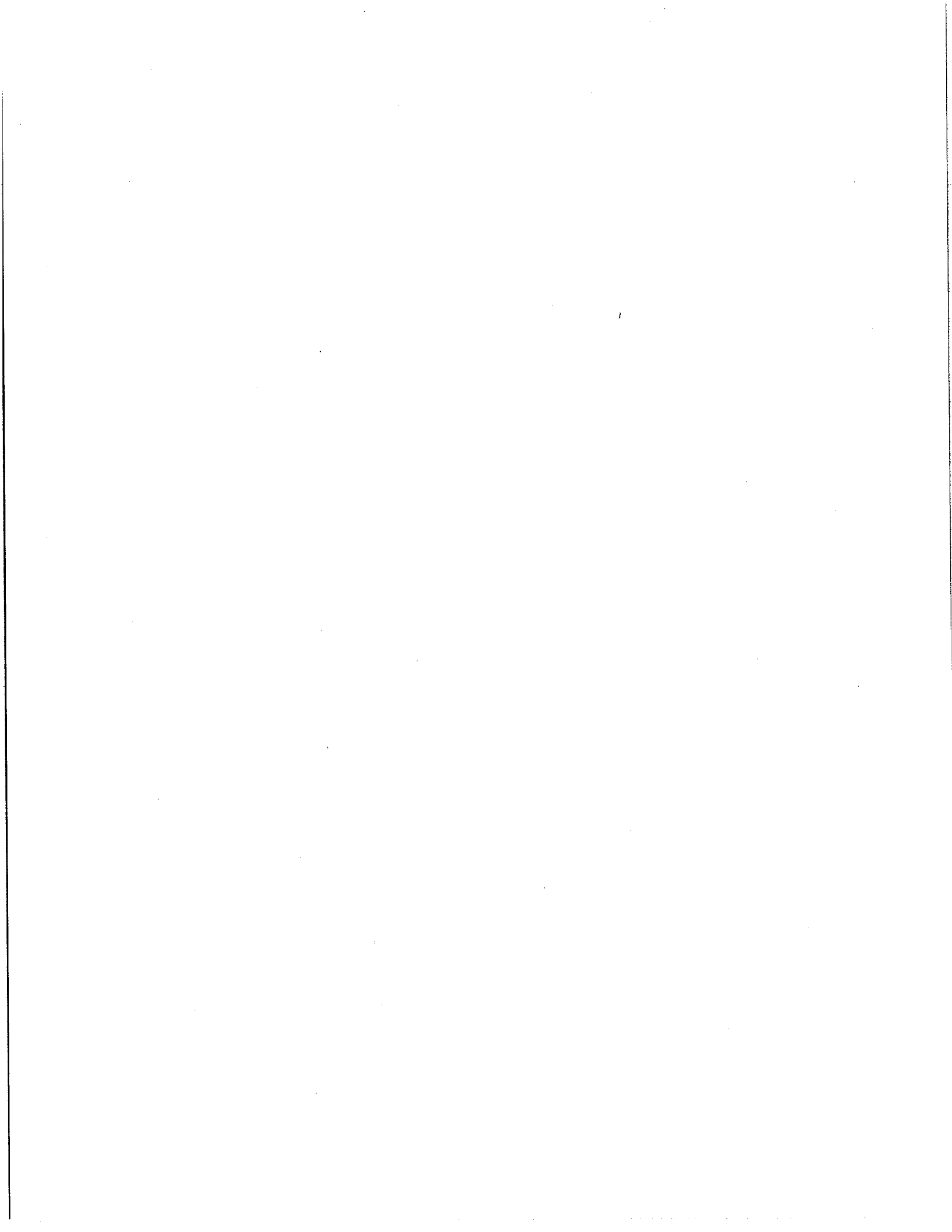
Hourly work will be billed at our current prevailing rates; however, these are subject to change due to increasing labor and material costs. Hourly work performed outside of normal business hours will be billed at one and a half times the current rates for overtime. No notice of change in prevailing 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.

**Affidavits**

When an Affidavit, Surveyor's Report, or separate Surveyor's Certificate is requested, there will be a minimum fee of \$150.00.



In addition, all research and calculation time required in the preparation of this affidavit, report or certificate will be charged at our normal hourly rates for the individuals preparing the affidavit.

**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.

**Assignment**

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.**

**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.

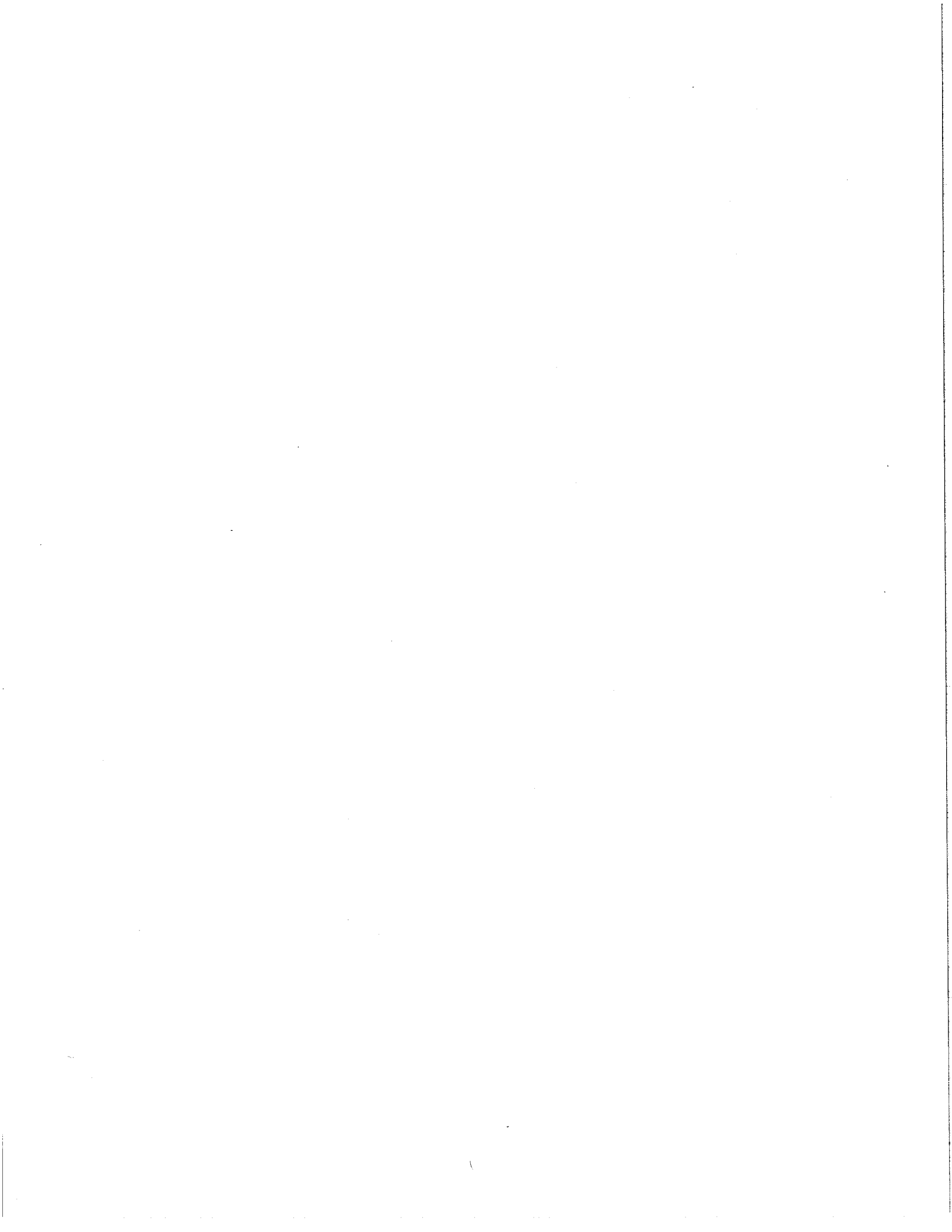
If payment is not received within 45 days of the invoice date, Consultant may terminate this agreement or suspend work under the agreement without further notice, and a late charge of one and one-half percent (1-1/2%) per month on outstanding balance shall accrue until delinquent balance is paid. Client 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 a Legal Description of the property and the appropriate Title Information.

**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 are agreeable with you, please sign the enclosed copy of this letter and return same to our office. Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,

**CRAVEN THOMPSON & ASSOCIATES, INC.**

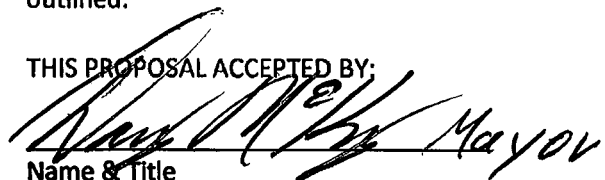


RICHARD D. PRYCE, P.S.M.  
Vice President – Survey/GIS

RDP/wg

**ACCEPTANCE OF PROPOSAL:** The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

THIS PROPOSAL ACCEPTED BY:

  
Name & Title

Town of Southwest Ranches  
Firm Name

January 26, 2017  
Date

(954) 434-0008  
Telephone Number

(954) 434-1490  
Facsimile Number

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December 16, 2016

Mr. Rod Ley, P.E.  
Town Engineer  
13400 Griffin Road  
Southwest Ranches, FL 33330

**RE: TOWN OF SOUTHWEST RANCHES  
STIRLING ROAD GUARDRAIL PHASE 2  
ENGINEERING PROPOSAL  
CAS PROPOSAL #3504**

Dear Mr. Ley,

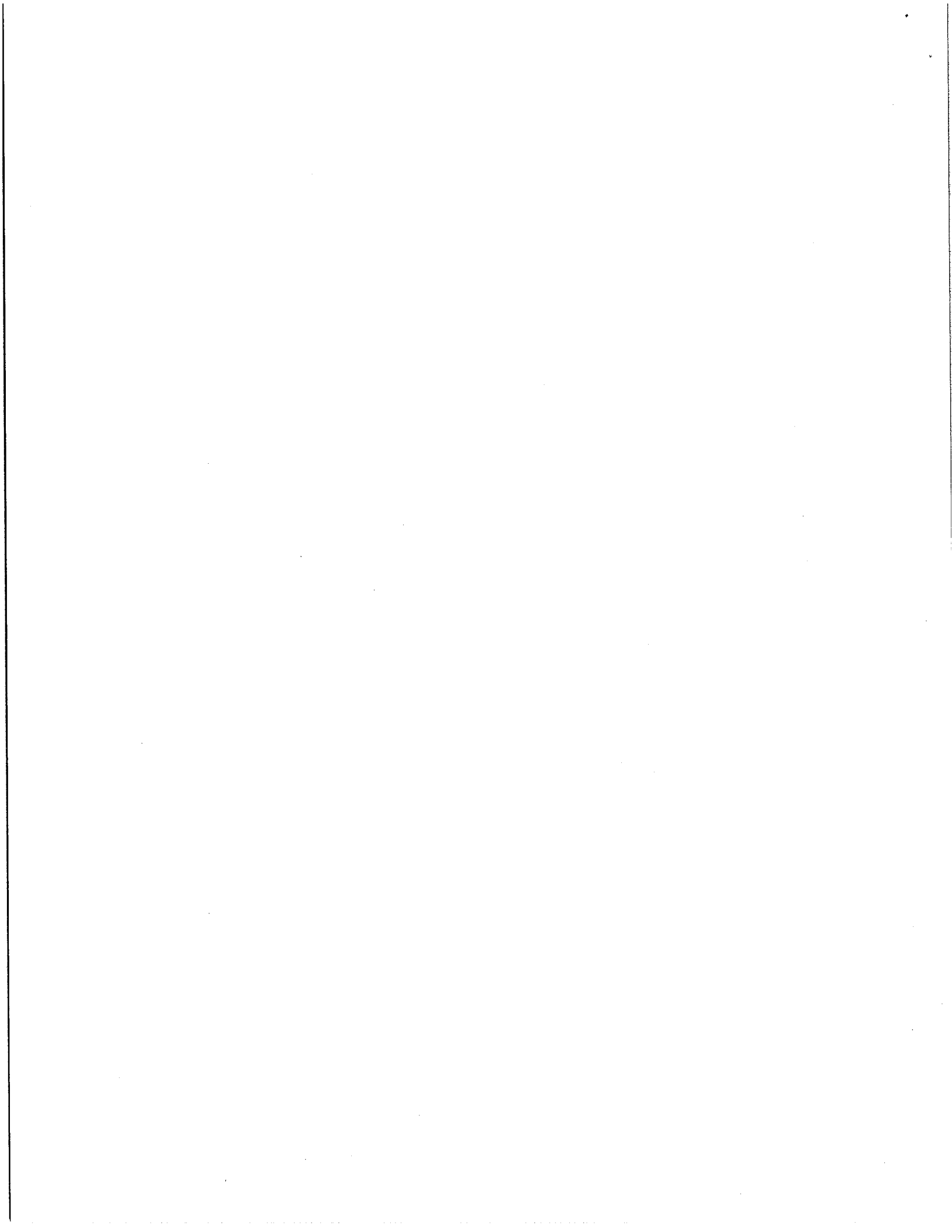
Pursuant to the Town of Southwest Ranches request, we are providing a proposal to prepare construction plans, specifications, and bid documents for improvements to Stirling Road from SW 148<sup>th</sup> Avenue to SW 142<sup>nd</sup> Avenue (Hancock Road) and from SW 130<sup>th</sup> Avenue to the 12600 block at the Town boundary.

It is our understanding that the Town desires to enhance the safety of the existing road by constructing new guardrail between the existing edge of pavement and the roadside canal. This proposal is based upon the assumption that standard design and installation procedures will govern. Structural engineering services and/or geotechnical services may be required if canal bank conditions require revetment or other structural enhancements. The guidelines for survey requirements & scope, as provided in Phase 1, will apply to Phase 2. Surveying services, Structural & Geotechnical Engineering services, Construction Engineering Inspection services and Final Certification are not included under this proposal and may be performed by others under separate contract directly with the Town or via an Additional Services amendment to this Agreement.

CAS will provide the Town with the necessary plans, permits, specifications & bid documents for construction of the above specified scope. Preliminary plans will be prepared for review and approval by the Town.

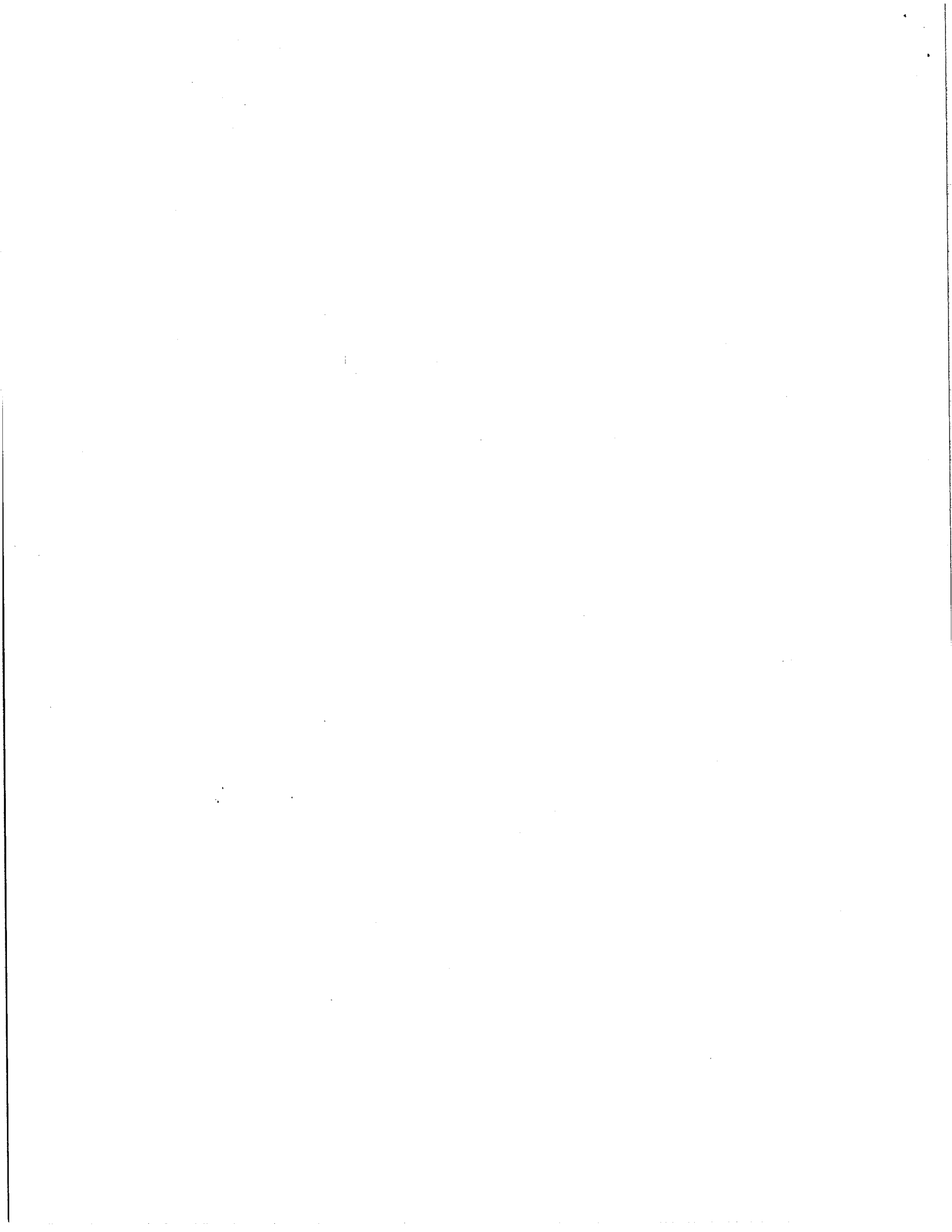
**SUGGESTED SURVEY GUIDELINES**

1. Locate roadway and canal for the limits of the project both horizontally & vertically with centerline stationing.
2. Create an accurate edge of canal Top Of Bank line to aid in guardrail placement.
3. Survey and record any canal bank anomalies or failures.
4. Locate all existing guardrail and guardrail end assembly structures along project length.
5. Obtain survey data to define all driveways and equestrian openings and pathways.



6. Locate all below and above ground utilities, rims, inverts, pipe size, materials etc. along canal bank.
7. Provide base sheets in Civil 3D 2014 version or above.

<u>TASK</u>	<u>DESCRIPTION</u>	<u>FEE</u>
<b>E74</b>	<b>SUBSURFACE UTILITY LOCATES</b>  <b>Utility Surface Designation &amp; Mapping</b> Perform Surface Designating using electromagnetic and 2D GPR methods of existing facilities within the project limits. May include Facility Owner interfacing to determine pertinent data regarding each respective subsurface utility. May research available facility records, atlases and as-built data to approximate size and type of each utility.	<b>\$1,800.00</b>
<b>E01</b>	<b>PRELIMINARY ENGINEERING</b>  Provide a preliminary engineering design showing the layout of the proposed guardrail. Evaluate potential culvert extension requirements at the SE corner of Melaleuca Rd and Stirling Rd in order to facilitate the installation of guardrail. This task will include up to 2 site visits to confirm existing end anchorage systems for connecting to the proposed guardrail and equestrian path and driveway design constraints. Using survey data, we will identify any possible areas of concern that may require canal bank slope improvements.	<b>\$6,500.00</b>
<b>E21</b>	<b>CONSTRUCTION PLANS, PERMITS &amp; SPECIFICATIONS</b>  Provide engineering design and construction plans for approximately 2700 lf of proposed guardrail. Package will include a typical guardrail location section, Plan Sheets, Miscellaneous Details and Permits (excluding permit fees). Plans shall be prepared in accordance with the Standards & Specifications of the Town of Southwest Ranches, FDOT, Broward County and Central Broward Water Control District. Will provide applicable Technical Specifications, Bid Schedule and Engineer's Opinion of Cost for bidding purposes.	<b>\$14,000.00</b>
<b>E15</b>	<b>ENGINEERING SERVICES DURING BIDDING</b>  Assist Town with advertising and solicitations of bids for construction. Respond to Requests for Information (RFI's) during bidding. Attend pre-bid conference and bid opening. Evaluate bids and provide bid tabulation. Provide recommendation to Town, as requested.	<b>Hourly NTE \$4,800.00</b>



**E11 ENGINEERING SERVICES DURING CONSTRUCTION**

Provide periodic site visits for issue resolution during construction. Review of applicable shop drawings and RFI's during construction. Based upon a sixty day construction period.

Hourly NTE \$7,200.00

TOTAL LUMP SUM FEE	\$22,300.00
HOURLY NTE	\$12,000.00

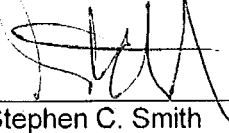
If the result of Task E01 identifies areas requiring canal bank shoring or revetment, the services of a structural engineer and/or a geotechnical engineer will be provided as an Additional Service to be approved by the Town.

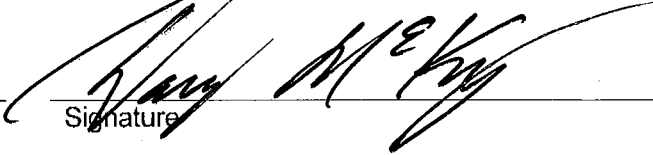
If this proposal is acceptable to the Town of Southwest Ranches, please execute in the space provided and return one executed copy to our office as our notice to proceed. We appreciate your business and thank you for this opportunity.

**AGREED TO AND ACCEPTED BY:**

**CRAIG A. SMITH & ASSOCIATES**

**Southwest Ranches**

  
\_\_\_\_\_  
Stephen C. Smith  
Senior Vice President

  
\_\_\_\_\_  
Signature

Doug McKay, Mayor  
\_\_\_\_\_  
Printed Name

January 26, 2017  
\_\_\_\_\_  
Date

