

RESOLUTION NO. 2019 - 017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF FIFTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$53,500.00) TO RETAIN CRAVEN THOMPSON AND ASSOCIATES FOR SURVEYING SERVICES FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FUNDED GREEN MEADOWS DRAINAGE IMPROVEMENTS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to complete the FDEP Green Meadows drainage improvement project; and

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

WHEREAS, this project is specifically named in the FY 2018-2019 Town Budget; and

WHEREAS, the Town is prepared to complete the project at an estimated total cost of Six Hundred Thousand Dollars (\$600,000.00); and

WHEREAS, the State Legislature has appropriated Five Hundred Thousand Dollars (\$500,000.00) to assist the Town in completing this project; and

WHEREAS, pursuant to Resolution No. 2018-065 the Town entered into an agreement with the Florida Department of Environmental Protection to accept this funding; and

WHEREAS, the Town specifically named this improvement with grant funding in the FY 2018-2019 Town Budget Account # 101-5100-541-63320 (Infrastructure – Drainage); and

WHEREAS, the project will require a Town contribution in the FY 2019-2020 Town Budget; and

WHEREAS, these improvements must be completed by June 2021; and

WHEREAS, the project includes excavation, construction of concrete drainage structures and inlets with grates, swale grading, asphalt restoration, and installation of grass sod; 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 surveying services; and

WHEREAS, on September 15, 2014, pursuant to Resolution No. 2014-056, the Town approved a continuing contract for surveying services with Craven Thompson and Associates; and

WHEREAS, Craven Thompson and Associates provided a proposal for surveying services for this project in the amount of Fifty-Three Thousand Five Hundred Dollars (\$53,500.00); and

WHEREAS, the Town Council believes the approval of this purchase order to complete the surveying and design work for the drainage project 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. 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 in the amount of Fifty-Three Thousand Five Hundred Dollars (\$53,500.00) for surveying services relating to the Green Meadows Drainage 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.

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

Ranches, Florida, this 13th day of December, 2018 on a motion

by *Jim Hartmann* and seconded by *Jim Schroeder*.

McKay
Jablonski
Fisikelli
Hartmann
Schroeder

[Handwritten initials for McKay, Jablonski, Fisikelli, Hartmann, Schroeder]

Ayes
Nays
Absent
Abstaining

5
0
0
0

Doug McKay
Doug McKay, Mayor

Attest:

Russell Muñiz
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff
Keith Poliakoff, Town Attorney
115219182

October 30, 2018

*e-mail: rley@southwestranches.org
cc: 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
GREEN MEADOWS DRAINAGE PROJECT
CT&A PROPOSAL NO. 2018-T04.345**

CRIVEN 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 (CT&A 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 10,215 lineal feet. The project limits are shown on the attached Exhibit 'A'.

1. SW 162th Avenue, from 100 feet north of SW 53rd St, southerly 2,840 feet to the south line of Dykes Farm. This section is to include full right-of-way and include all driveway materials.
2. SW 163rd Avenue, from 470 feet north of SW 53rd St, southerly 2,540 feet. This section is to include full right-of-way and identify all driveway materials.
3. SW 164th Terrace, from 50 feet north of SW 51rd Manor, southerly 2,720 feet to the south right-of-way of a drainage ditch, running east and west. This section is to include full right-of-way and identify all driveway materials.

4. SW 51st Manor, from 50 feet east of SW 164th Terrace, westerly 415 feet to the west side of a canal right-of-way, running north and south. This section is to include full right-of-way and identify all driveway materials.
 5. SW 54th Place, from SW 163rd Avenue, westerly 1,030 feet through a portion of unopened right-of-way, to the paved portion of SW 54th Place, and continue west to the west side of a canal right-of-way, running north and south. This section is to include full right-of-way and identify all driveway materials.
 6. SW 53rd Street, from the east right-of-way of SW 162nd Avenue, westerly 670 feet to the west right-of-way of SW 163rd Avenue. This section is to include full right-of-way and identify all driveway materials.
- 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 above-ground visible 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 North American Vertical Datum of 1988 (NAVD88) and based on National Geodetic Survey (NGS), Florida Department of Transportation (FDOT), or South Florida Water Management benchmarks.
 - 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 2017 or higher, drawing file format, and provided along with a hard copy, signed and sealed.

Lump Sum:.....\$53,500.00

Approximate time of completion: Ten (10) to twelve (12) 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

Civil Engineering Services

Principal Engineer	\$200/Hour
Senior Supervising Engineer	\$185/Hour
Senior Engineer	\$135/Hour
Project Engineer	\$115/Hour
Engineering Senior CADD Technician.....	\$95/Hour

Land Surveying & Mapping Services

Principal Surveyor	\$165/Hour
Professional Land Surveyor	\$125/Hour
Project Surveyor	\$115/Hour
Survey CADD / GIS Tech	\$85/Hour
Survey Field Crew (1-Man Crew)	\$92/Hour
Survey Field Crew (2-Man Crew)	\$130/Hour
Survey Field Crew (3-Man Crew)	\$160/Hour
Survey Crew with Laser Scan (3-Man Crew)	\$260/Hour

Landscape Architecture and Planning Services

Principal Landscape Architect / Principal Planner.....	\$165/Hour
Senior Supervising Landscape Architect	\$150/Hour
Senior Landscape Architect.....	\$135/Hour
Landscape Architect.....	\$125/Hour

Project Landscape Designer \$115/Hour
Project Planner \$115/Hour

Construction Administration Services

Director of Construction Management \$145/Hour
Senior Field Representative \$95/Hour
Field Representative \$85/Hour

Miscellaneous

Clerical \$75/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.

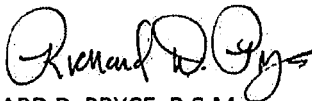
Acceptance

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 – Surveying/GIS

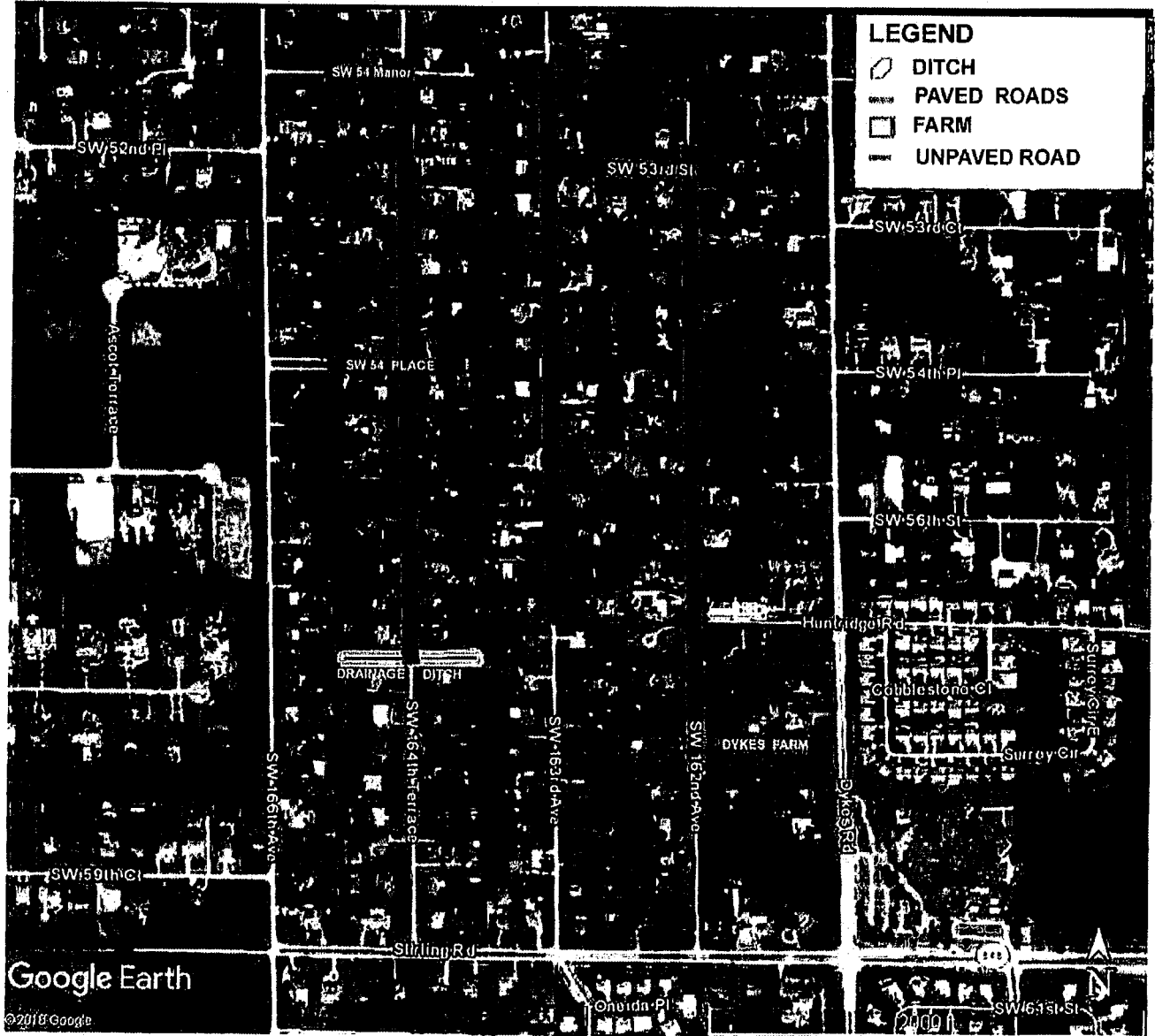
RDP/wg
Enclosure

EXHIBIT 'A'

GREEN MEADOWS DRAINAGE PROJECT

TOWN OF SOUTHWEST RANCHES, FLORIDA

(10,215 Lineal Feet)



Craven Thompson & Associates Inc.

3563 NW 53 STREET, FORT LAUDERDALE, FL 33309

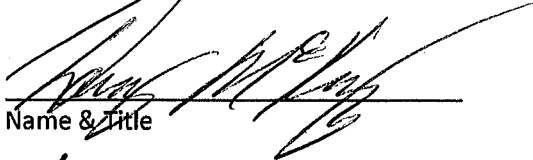
TEL: 954-739-6400 www.craventhompson.com

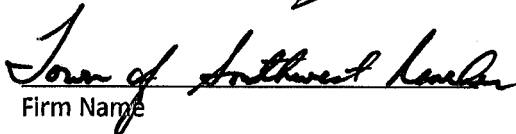
October 29, 2018

Mr. Rod Ley, P.E.
Public Works Director / Town Engineer
October 30, 2018
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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


Firm Name

December 13, 2018
Date

(954) 434-0008
Telephone Number

(954) 434-1490
Facsimile Number