

RESOLUTION NO. 2022-008

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF SEVENTEEN THOUSAND DOLLARS AND ZERO CENTS (\$17,000.00) WITH CRAVEN THOMPSON AND ASSOCIATES, INC. TO COMPLETE THE SURVEYING SERVICES FOR THE COUNTRY ESTATES DRAINAGE AND WATER QUALITY IMPROVEMENT PROJECT; AUTHORIZING TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to complete a drainage improvement project in Country Estates; and

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

WHEREAS, this project consists of constructing a drainage collection system with underground piping and drainage inlets to provide a direct connection the existing trunkline along SW 54th Place that ultimately ties into the South Broward Drainage District canal and floodgate that connects to the C-11 Canal; and

WHEREAS, the State Legislature has graciously appropriated Three Hundred Fifty-Five Thousand Dollars and Zero Cents (\$355,000.00) to assist the Town in completing this project; and

WHEREAS, the Town budgeted Four Hundred Fifty-Five Thousand Dollars and Zero Cents (\$455,000.00) for this specific project in the FY 2022 approved Budget - Municipal Transportation Fund account #101-5100-541-63260 (Infrastructure – Drainage Non-Surtax); and

WHEREAS, a survey is needed to complete the construction; and

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

WHEREAS, staff has coordinated and negotiated the scope and related pricing with Craven Thompson and desires to issue a Purchase Order for these respective services in the not to exceed amount of Seventeen Thousand Dollars and Zero Cents (\$17,000.00); and

WHEREAS, the Town of Southwest Ranches desires to issue the Purchase Order under the terms and conditions set forth hereinafter.

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 Seventeen Thousand Dollars and Zero Cents (\$17,000.00) for professional surveying services relating to the drainage 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 18th day of November, 2021 on a motion by

Jim Jablonski and seconded by Jim Allbritton.

Breitkreuz	<input checked="" type="checkbox"/>
Hartmann	<input checked="" type="checkbox"/>
Allbritton	<input checked="" type="checkbox"/>
Jablonski	<input checked="" type="checkbox"/>
Kuczenski	<input checked="" type="checkbox"/>

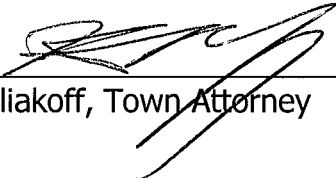
Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>


Steve Breitkreuz, Mayor

Attest:


Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:


Keith Poliakoff, Town Attorney
1001.746.01

October 28, 2021

e-mail: rley@southwestranches.org
eaceti@southwestranches.org

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

RE: **FRONTIER TRAILS CONSERVATION AREA - TOPOGRAPHIC SURVEY**
CT&A PROPOSAL NO. 2021-T04.358

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 engineering and surveying services, for the above referenced project. Our scope is as follows:

I. **SURVEYING SERVICES**

1.1 **Topographic Survey** (CT&A Task No. 11020)

Prepare a topographic survey of the Northwest area of the Frontier Trails Conservation Area. The limits being as shown on the attached *Exhibit 'A'* and further defined by the west line of Lots 1-5, Block 1 of "Frontier Trails" recorded in Plat Book 97, page 8, Broward County records, the east right-of-way of SW 193rd Lane, The center line of right-of-way of SW 51st Manor, and the South right-of-way line of SW 54th Place. The limits cover an area of approximately 11 ½ acres. 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 and include the following:

- 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.
- Establish a Baseline of Survey along the approximate center of SW 193rd Lane and SW 54th Place
- The project will include topographic elevations of the site on an approximate 50-100 foot grid, depending on the density of the vegetation
- The location of all above-ground visible improvements are not included, trees, slabs, fences, signs, mailboxes, overhead wires and utility features, within the limits of this survey, except as noted below.

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

- Locations of the existing edge of pavement for SW 193rd Lane, SW 51st Manor, and SW 54th Place will be located every fifty (50) feet, and additional locations of any storm structures within the limits or within 100 feet outside of the project limits.
- Rims, inverts, and pipe sizes will be measured on any drainage structures found, if accessible and physically unobstructed. Otherwise, they will be noted on the drawing.
- 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 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 hard copy signed and sealed surveys.

Lump Sum.....\$17,000.00

Approximate time of completion: Six to Seven (6-7) 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

Civil Engineering Services

Principal Engineer	\$225/Hour
Senior Supervising Engineer	\$200/Hour
Senior Engineer	\$150/Hour
Project Engineer	\$130/Hour
Engineering Senior CADD Technician	\$100/Hour

Land Surveying & Mapping Services

Principal Surveyor	\$180/Hour
Professional Land Surveyor	\$140/Hour
Project Surveyor	\$125/Hour
Survey CADD / GIS Tech	\$95/Hour
Survey Field Crew (1-Man Crew)	\$100/Hour
Survey Field Crew (2-Man Crew)	\$140/Hour
Survey Field Crew (3-Man Crew)	\$170/Hour
Survey Crew with Laser Scan (3-Man Crew)	\$275/Hour

Landscape Architecture and Planning Services

Principal Landscape Architect / Principal Planner	\$180/Hour
Senior Supervising Landscape Architect	\$165/Hour
Senior Landscape Architect	\$145/Hour
AICP Planner	\$140/Hour
Landscape Architect	\$130/Hour
Project Landscape Designer	\$120/Hour
Project Planner	\$120/Hour

Construction Administration Services

Director of Construction Management	\$160/Hour
Construction Manager	\$150/Hour
Senior Field Representative	\$110/Hour
Field Representative	\$95/Hour

Miscellaneous

Clerical	\$80/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 on the basis of 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

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 regard 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 regard 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 absolutely 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. Blue prints, 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.

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 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. In particular, Client shall be responsible for the safety of the General Public during construction.

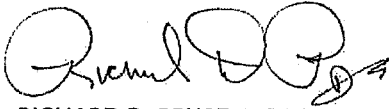
Acceptance

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/fd

Attachment

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

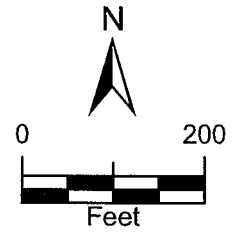
Date


Telephone Number

Facsimile Number

EXHIBIT 'A'

Frontier Trails Conservation Area
Southwest Ranches, Florida
Section 36-50-39



 = SURVEY LIMITS