

RESOLUTION NO. 2022 - 009

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF FORTY-FIVE THOUSAND SIX HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS (\$45,635.00) WITH KIMLEY HORN AND ASSOCIATES, INC. TO COMPLETE THE CIVIL ENGINEERING SERVICES FOR THE COUNTRY ESTATES DRAINAGE AND WATER QUALITY IMPROVEMENT PROJECT; AUTHORIZING THE 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 has prioritized the project; and

WHEREAS, this project consists of constructing a drainage collection system with underground piping and drainage inlets to provide a direct connection to 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); 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, staff has coordinated and has negotiated the scope and related pricing with Kimley Horn and desires to issue a Purchase Order for these respective services in the amount of Forty-Five Thousand Six Hundred Thirty-Five Dollars and Zero Cents (\$45,635.00); 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 Kimley Horn and Associates, Inc. in the amount of Forty-Five Thousand Six Hundred Thirty-Five Dollars and Zero Cents (\$45,635.00) for professional 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.

[Signatures on Following Page]

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

Ranches, Florida, this 18th day of November 2021 on a motion by

cm Jablonski and seconded by cm Allbritton.

Breitkreuz	<u>yes</u>
Hartmann	<u>yes</u>
Allbritton	<u>yes</u>
Jablonski	<u>yes</u>
Kuczynski	<u>yes</u>

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

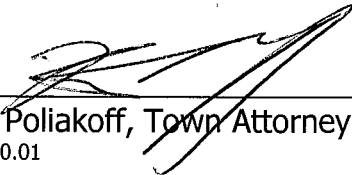


Steve Breitkreuz, Mayor

Attest: 

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:



Keith Poliakoff, Town Attorney
1001.740.01

Kimley»»Horn

October 22, 2021

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

**Re: Country Estates Drainage Improvements Proposal
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; RLI 19-005" 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 Country Estates Drainage Improvements Project.

Project Understanding

The Town of Southwest Ranches is proposing drainage improvements within Frontier Trails Park that will connect SW 54th Place to approximately SW 51st Manor via underground piping and above ground swale/conveyance system. The approximate distance of the overall conveyance system is 1,300 LF and will help alleviate flooding along the north side of Frontier Trails Park and the adjacent residential homes.

Project Assumptions

- The Town will provide a topographic survey of the area in CAD Format. The topographic information will be per NAVD 88 datum. Any additional survey needed to complete the design and permitting will be provided by the Town.
- Geotechnical information is not required for the proposed improvements but if one is needed it will be provided by the Town.
- 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.
- 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: PROJECT KICK-OFF AND SCHEMATIC DESIGN

Kimley-Horn will perform an initial site visit to observe existing conditions and truth the survey provided by the Town. Kimley-Horn will attend one (1) kick-off meeting with the Town to discuss the project, desired design elements, and to review the project schedule.

As part of this Task, Kimley-Horn will request existing utility as-built information from the major utility providers within the project area including water, sewer, drainage, electrical, cable, gas, and fiber optics. Once received, the existing utilities will be reviewed and depicted on the survey provided by the Town. Existing irrigation system information will not be obtained as part of this Task.

Kimley-Horn will coordinate and meet with South Broward Drainage District and any governmental agencies having jurisdiction to discuss permitting requirements and design criteria for new or modified work to be performed within the right-of-way, this shall include confirming the ability for a new outfall.

Kimley-Horn will prepare a schematic plan in plan view only which will be presented to the Town for review and approval. Kimley-Horn will also provide a schematic level cost estimate per the proposed improvements.

TASK 2: DESIGN DEVELOPMENT PLANS

Utilizing the survey and schematic design plan developed in Task 1, Kimley-Horn shall prepare preliminary 60% design plans for the construction of drainage improvements within the Project Area. These Design Development Plans shall show the geometric layout on top of the base survey data. The basis for design will be the Town of Southwest Ranches, South Broward Drainage District and Florida Department of Transportation (the "FDOT") Standard Indexes/Details where applicable. The following plan sheets may be included in the Design Development Plans:

- Key Sheet – Project title, vicinity map, engineer of record, and other appropriate information.
- Plan and Profile Sheets (in a 24" x 36" format) – Containing the geometric, horizontal and vertical alignment for the roadways within the project area. These sheets shall also contain the horizontal, vertical, and geometric alignments for modifications/additions to the existing drainage system.
- Miscellaneous Drainage Details – These sheets would provide drainage details that may or may not be included in the FDOT Standard Indexes or South Broward Drainage District Details.
- Typical Signing and Pavement Marking Details – Signing and pavement markings shall be detailed for use in the project.

The effort for this task includes one (1) submittal at 60% to the Town for review. The effort for this task includes addressing one (1) round of ordinary and reasonable comments at the submittal stage. Subsequent modifications resulting from significant project changes directed by the Town shall be considered an Additional Service.

Kimley-Horn will also provide an updated Opinion of Probable Construction Costs at the 60% submittal for the proposed improvements.

TASK 3: DRAINAGE DESIGN AND PERMITTING

3.1 Hydraulic Analysis

The hydraulic analysis shall be completed for the Project Area based upon the survey information obtained from the Town. During the analysis, the volume of stormwater runoff shall be calculated from the design storm and the capacity of the existing stormwater collection system to include the outfall connections shall be evaluated. The results of the above noted calculations along with the incorporation of budget constraints will be the basis for design of the stormwater system.

3.2 Permitting

Kimley-Horn will prepare permit applications with supporting documentation to the following jurisdictional regulatory agencies. Kimley-Horn will address comments for the regulatory agency submittals identified below.

1. South Broward Drainage District
 - a. Drainage
2. National Pollutant Discharge Elimination System (NPDES):
 - a. Notice of Intent
 - b. Preparation of Storm Water Pollution Prevention Plans (SWPPP) – Town’s Contractor shall complete the necessary application and submittal to obtain the general permit. The Town’s contractor shall be responsible for obtaining, maintaining, and operating the construction site according to the EPA and NPDES guidelines.
3. Town of Southwest Ranches
 - a. Town Engineering/Public Works

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. Kimley-Horn is not responsible for extending time limited entitlements or permits. The Town shall provide all permit fees.

TASK 4: FINAL CONTRACT DOCUMENTS

Once the Town and the above listed permitting agencies have approved the 60% construction documents, these will be used as the basis for preparing the final contract documents. Contract or “Front End” documents will be provided by the Town and reviewed by Kimley-Horn for conformance with the design plans.

During this task, Kimley-Horn will perform the following:

- Revise the drawings listed in Task 2 per the Town and permitting agency comments.
- Determine anticipated construction time for contract purposes.
- Update the engineer's opinion of probable construction costs.
- Prepare a bid form that will list the separate pay items, estimated quantities, and units.
- Provide the Town with a project description to be included in the Town's Front End documents.

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 eight (8) 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 eight (8) 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 2 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.
- 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 **\$45,635** as outlined below. All permitting, application, and similar project fees if applicable will be paid directly by the Client.

TASK	DESCRIPTION	LABOR FEE
1	Project Kick-Off and Schematic Design	\$5,030
2	Design Development Plans	\$12,285
3	Drainage Design and Permitting	\$6,715
4	Final Contract Documents	\$11,030

5	Bidding Assistance	\$3,080
6	Limited Construction Phase Services	\$7,495
LUMP SUM FEE		\$45,635

If authorized by the Town, additional service will be billed hourly as needed.

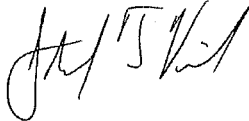
CLOSURE

The terms and conditions of the Town of Southwest Ranches' "Continuing Contract for Professional Engineering Services; RLI 19-005" 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.
Project Manager



Gary R. Ratay, P.E.
Vice President

