



**Town of Surfside
Special Town Commission Meeting
AGENDA
May 4, 2021
6 p.m.**

- 1. Opening**
 - A. Call to Order**
 - B. Roll Call of Members**
- 2. Appointment of Miami-Dade County League of Cities Delegate and Alternate Delegate - Mayor Charles W. Burkett**
- 3. Municipal Clerks Week Proclamation Approval and Presentation – Mayor Charles W. Burkett**
- 4. Authorization to Expend Undergrounding Coordinating Design Engineering Services - Andrew Hyatt, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH KCI TECHNOLOGIES, INC. FOR UTILITY UNDERGROUNDING SERVICES FOR PHASE I PREPARATION OF UTILITY COORDINATION PLANS PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

- 5. FY 2021 Budget Amendment Resolution No. 8 - Andrew Hyatt, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 8 TO THE FISCAL YEAR 2021 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- 6. Adjournment**

Respectfully submitted,

Andrew Hyatt
Town Manager

ACT OF 1990, ALL PERSONS THAT ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-861-4863 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE TOWN CLERK, TOWN OF SURFSIDE TOWN HALL, 9293 HARDING AVENUE. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE TOWN CLERK AT 305-861-4863. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE TOWN WEBSITE AT www.townofsurfsidefl.gov.

TWO OR MORE MEMBERS OF OTHER TOWN BOARDS MAY ATTEND THIS MEETING.

THESE MEETINGS MAY BE CONDUCTED BY MEANS OF OR IN CONJUNCTION WITH COMMUNICATIONS MEDIA TECHNOLOGY, SPECIFICALLY, A TELEPHONE CONFERENCE CALL. THE LOCATION 9293 HARDING AVENUE, SURFSIDE, FL 33154, WHICH IS OPEN TO THE PUBLIC, SHALL SERVE AS AN ACCESS POINT FOR SUCH COMMUNICATION.



TOWN OF SURFSIDE
PROCLAMATION, CERTIFICATE, COIN AND KEY TO THE TOWN
REQUEST FORM
OFFICE OF THE TOWN CLERK

Request for: Proclamation _X_ Certificate ___ Key ___ Brick ___ (check one)

Date of Request: April 28, 2021

Name of Requestor: Mayor Charles W. Burkett

Organization: Town of Surfside

Address: 9293 Harding Avenue

Phone / E-Mail:

Name of Individual / Organization to be honored:
Municipal Clerks Week – Sandra N. McCreedy and Evelyn Herbello

Title for Proclamation or Certificate:
See attached

Date of Recognition: May 4, 2021

Reason for Recognition (Please attach 4 – 6 "whereas clauses" as draft text for a Proclamation):

Document is to be:

- Presented at a Commission Meeting in May 4, 2021 (month / year)
Presented at the following event N/A (Please attach event information to the request form)
Picked up by N/A on N/A (date)

Administrative Use Only
Proclamation ___ Certificate ___ Key ___ Coin ___
Approved: Yes ___ No ___ If no, state reason:
Approved Date:
Date Submitted for Mayor's Signature:
Date Issued:
Completed by:



Proclamation

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE, I, Charles W. Burkett, Mayor of the Town of Surfside, do recognize the week of May 2 through May 8, 2021, as Professional Municipal Clerks Week, and further extend appreciation to our Municipal Clerks Sandra McCreedy and Evelyn Herbello and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

In witness therefore I have hereunto set my hand this 11th day of May 2021.

Charles W. Burkett, Mayor
Town of Surfside



MEMORANDUM

ITEM NO. 4

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission

From: Andrew Hyatt, Town Manager

Date: May 4, 2021

Subject: Authorization to Expend Undergrounding Coordinating Design Engineering Services

At the December 2, 2020 Commission meeting, Town Administration was authorized to engage and expend funds towards the Florida Power & Light (FPL) binding estimate. Also included in the resolution was direction to engage with an undergrounding project management consultant (HPF Associates, Inc.) to assist in guiding the Town through the process and to prepare the non-FPL portion of the cost estimate. As the Town moves through the process to prepare a full utility undergrounding plan, additional services are required.

The Town is in need of a Coordinating Engineer that collects and assembles the engineering design layout of the overhead utilities as provided by the providing utility company's namely FPL, ATT, Atlantic Broadband, and Hotwire to facilitate the estimating, bidding, and construction award to convert from overhead to undergrounding. This 50% level plans will be sufficient to let residents know where and what type of aboveground infrastructure will be located.

Engineering firms from the pool recently contracted were reviewed for qualifications, interest and ability to perform. HPF Associates, Inc. reviewed the scope of services, project approach and manpower estimate and recommends KCI Technologies. The cost provided is a not to exceed to be billed on a time and materials basis.

At the April 13, 2021 Commission meeting, Town Administration was authorized to engage and expend funds towards the Atlantic Broadband design effort. Also, at this meeting the Town Commission deferred action on the Town Administration recommended Undergrounding Coordinating Design Engineering Services effort.

Town Administration recommends that the Commission authorize the Town Manager to and expend up to \$289,580.00 for the purpose of engaging with KCI Technologies for Phase 1 of the Undergrounding Coordinating Design Engineering Services.

Reviewed by: PA/RS/AH

Prepared by: JG

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH KCI TECHNOLOGIES, INC. FOR UTILITY UNDERGROUNDING SERVICES FOR PHASE I PREPARATION OF UTILITY COORDINATION PLANS PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town of Surfside (the "Town") has retained the services of KCI Technologies, Inc. ("Consultant") for professional engineering services, in accordance with the Continuing Services Agreement effective March 8, 2021, for such services executed by the parties (the "CSA"); and

WHEREAS, in accordance with the provisions of the CSA, Consultant and the Town have agreed to enter into a specific Project Agreement ("Agreement"), authorizing the Consultant to provide utility undergrounding services for the Phase 1 Preparation of Utility Coordination Plans ("Services"); and

WHEREAS, the Agreement, attached hereto as Exhibit "A," provides for a scope of services detailing the Services to be provided by the Consultant, as well as a schedule for performance and compensation for the Services in an amount not to exceed \$289,580.00; and

WHEREAS, pursuant to the CSA, the Town Commission wishes to approve the Agreement, in substantially the form attached hereto as Exhibit "A", and authorize the expenditure of such funds; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval of Agreement. The Agreement for the Services with the Consultant, in substantially the form attached hereto as Exhibit “A”, is hereby approved.

Section 3. Authorization. The Town Manager is hereby authorized to execute the Agreement attached hereto as Exhibit “A” with the Consultant for the Services in an amount not to exceed \$289,580.00, in accordance with the CSA and subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Agreement and the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 4th day of May, 2021.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____

Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____

Vice Mayor Tina Paul _____

Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

KCI Technologies, Inc.

Project Name: Phase I Preparation of Utility Coordination Plans

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

KCI TECHNOLOGIES, INC.

Project Name: Phase I Preparation of Utility Coordination Plans

Subject to the provisions contained in the “Continuing Services Agreement for Professional Engineering Services” (hereinafter referred to as the “Continuing Services Agreement”) between the **TOWN OF SURFSIDE, FL** (hereinafter referred to as “Town”) and **KCI TECHNOLOGIES, INC.**, a Delaware corporation (hereinafter referred to as “Consultant”) dated March 8, 2021, which Continuing Services Agreement was competitively procured through Request For Qualifications (RFQ) No. 2020-06 in accordance with Section 287.955, Florida Statutes, this Project Agreement is made effective as of the _____ day of _____, 2021, and authorizes the Consultant to provide the services as set forth below:

SECTION 1. SCOPE OF SERVICES

1.1 Consultant shall provide **UTILITY UNDERGROUNDING SERVICES FOR PHASE I PREPARATION OF UTILITY COORDINATION PLANS** and complete the tasks that are identified and described in the Project Scope of Services and Schedule, attached hereto as Exhibit “1” for the Town (the “Services”).

1.2 The Town may request changes that would increase, decrease, or otherwise modify the scope of services outlined under the Project Scope of Services and Schedule, attached hereto as Exhibit “1.” Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

2.1 As part of the scope of services and project schedule, the Consultant shall provide the Town the Deliverables identified in the Project Scope of Services and Schedule attached hereto as Exhibit “1.”

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Town Manager, in his sole discretion, may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the Town Manager.

3.2 Commencement. Services provided by the Consultant under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed (“Commencement Date”) provided to the Consultant by the Town. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed. Consultant must receive written notice from the Town Manager prior to the beginning the performance of services.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the Consultant shall provide services to the Town on the Commencement Date, and shall continuously perform services to the Town, without interruption, in accordance with the time frames set forth in the "Scope of Services and Project Schedule", a copy of which is attached and incorporated into this Agreement as Exhibit "1". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 Time of the Essence. All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Compensation. Consultant shall be compensated for the provision of the Services in accordance with Exhibit "1" attached hereto. Consultant shall receive monthly payments based on Services or tasks completed in accordance with the hourly fee schedule outlined in the Project Scope of Services and Schedule, attached hereto as Exhibit "1," in the total amount not to exceed \$289,580.00.

4.2 Reimbursable Expenses. The following expenses are reimbursable and will be billed at actual cost to cover administrative processing: Travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the Town.

SECTION 5. BILLING AND PAYMENTS

5.1 Invoices

5.1.1. Compensation and Reimbursable Expenses. Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule attached hereto as Exhibit "1", attached hereto and made part of this Agreement. Invoices for each phase shall not exceed amounts allocated to said phase plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2. Florida Prompt Payment Act. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town within five (5) working days of the date of the Town's notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 Suspension of Payment. In the event that the Town becomes credibly informed that any representations of the Consultant, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.4 Retainage. The Town reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the Consultant until the project is completed. Said retainage may be withheld at the sole discretion of the Town and as security for the successful completion of the Consultant's duties and responsibilities under the Project Agreement.

5.5 Final Payment. Submission to the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of all claims against the Town by the Consultant.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, the Consultant shall indemnify the Town against any loss pertaining to this termination. In the event that the Consultant is terminated by the Town for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provision of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days' written notice to the Consultant. In the event of such termination a termination, the Consultant shall incur no further obligations in connections with the Project and shall, to the extent possible terminate any outstanding subconsultant obligation. The Consultant shall be compensated for all services performed to the satisfaction of the Town and reimbursable expenses incurred prior the date of termination. In such event, the Consultant shall promptly submit to the Town its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 5.1. Under no circumstances shall the Town make payment of profit to the Consultant for services which have not been performed.

6.3 Assignment upon Termination. Upon termination of this Project Agreement, a copy of all work product of the Consultant shall become the property of the Town and the Consultant shall within ten (10) working days of receipt of written direction from the Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Upon the Town's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the Town.

6.4 Suspension for Convenience. The Town shall have the right at any time to direct the Consultant to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the Town the Consultant shall immediately comply with same. In the event the Town directs a suspension of performance as provided herein, through no fault of the Consultant, the Town shall pay the Consultant as full compensation for such suspension the Consultant's reasonable cost, actually incurred and paid, of demobilization and remobilization.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Project Agreement to be executed the day and year as first stated above

TOWN:

ATTEST:

TOWN OF SURFSIDE, FLORIDA, a
Florida Municipal Corporation

TOWN CLERK

By: _____
Andrew Hyatt, Town Manager

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

TOWN ATTORNEY

CONSULTANT:

KCI Technologies, Inc., a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT "1"

**PROJECT SCOPE OF SERVICES AND SCHEDULE AND
PAYMENT SCHEDULE**

[TO BE INSERTED]

KCI TECHNOLOGIES, INC.
UNDERGROUNDING OF UTILITIES - PHASE I
TASK WORK ORDER
April 29, 2021
KCI Project No. TBD

The purpose of this form is to obtain your authorization for the work verbally requested and to confirm the terms under which these services will be provided. KCI Technologies, Inc. (KCI) is pleased to provide the services described below as **Undergrounding of Utilities - Phase I** to the contract previously executed, dated **March 3, 2021**, for the contract referenced as **Continuing Services Agreement for Professional Services**, located in the Town of Surfside, Florida (The Town).

Invoices to: Town of Surfside
Attention: Andrew Hyatt, Town Manager
9293 Harding Avenue
Surfside, Florida 33154

Scope of Work: Town of Surfside - Undergrounding of Utilities - Phase I

Project Limits: Approximately 9.73 miles of streets bounded on the east by Collins Ave, on the west by Biscaya Dr./Bay Dr., on the south by 88 Street and on the north by 96 Street.

BACKGROUND

The Town has requested KCI coordinate efforts towards completing undergrounding of utilities within the areas identified above, transmission lines excluded. Undergrounding of utilities is a phased process; the scope for each phase is defined by its predecessor. Although the intent is to provide a complete scope of services, individual tasks will be accomplished through a series of task work orders under a general services agreement.

The Town's Undergrounding Project will consist of 3 Phases.

Phase I	Preparation of Utility Coordination Plans (50% Production Effort)
Phase II	Bid Documents (100% Plans, Specs.), sketches/legal descriptions for easements
Phase III	Contract Administration/Construction Engineering and Inspection (CEI)

This work order is for Phase I only. KCI will function as Coordination Consultant by compiling 50% design level drawings working in conjunction with the designs to be provided by the following utilities: FPL, AT&T, Atlantic Broadband and Hotwire (optional) along with additional conduits to be provided for the Town's decorative lighting program. The Town will provide the

contact personnel, phone number and email addresses of each utility for KCI to initiate and conduct coordination activities.

Phase I - Preparation of Utility Coordination Plans

SCOPE OF SERVICES

Services to be provided by KCI under this initial Task Work Order shall pertain to Preparation of Utility Coordination Plans (Phase 1) only within the street boundaries noted herein. In addition to the identified Phase I work, tasks for subsequent phases will be defined under separate work order(s). Services for this work order shall include the following:

Civil Engineering Services

Task 1.01 - Kickoff Meeting:

KCI will meet with Town representatives and establish specific parameters for the project. General criteria to be established such as identifying the specific limits of the project, identify the Towns expectations/desires, identify stakeholders (those with direct influence or interest in the project), and reviewing the process/requirements for undergrounding. Initial discussions will include preliminary schedule, critical timelines, funding source, and any other issue with potential impact on Phase I of the project. The Town to provide CADD base drawings for KCI's use in developing the undergrounding plans. General parameters have been conveyed to KCI by the Town's representative for the purposes of developing the scope for this work order, which include the following:

1. Project boundaries are from Collins Ave. west to Biscaya Dr./Bay Dr. and from 88 Street north to 96 Street, approximately 9.73 miles serving primarily single-family residences with two (2) subaqueous crossings and will be constructed in 4 phases.
2. Provide open cut trench (all transformers within the existing R/W) with FPL conduits on the bottom and three (3) low voltage utilities and the Town's decorative lighting conduits above.
3. The Town's decorative street lighting to include pole foundations and conduit with the following parameters:
 - Photometrics
 - 6 poles/block
 - 20 ft. poles (need specs)
 - Luminaires –Acorn type LED

- #6 wire
- 8 service points
- 2-2" conduits

Task 1.02 – Initial Coordination Meeting with FP&L and Utilities:

Typically FP&L is the lead in undergrounding services. Normally, the other utilities will generally follow the decisions of FP&L relating to undergrounding. Undergrounding is usually handled through one specific department within FP&L. Where transmission lines are included within the project, other departments will be involved in the process and the degree of approvals increases, not applicable for this project. KCI will meet with each of the utilities identified above. Meetings with each of the utilities are critical to understanding their specific concerns and requirements for approval and moving the project forward. In light of COVID 19 protocols, these meetings may be virtual meetings utilizing Teams, Zoom or similar platforms. KCI will attend up to ten (10) meetings with the participating utilities.

Task 1.03 - Research Existing Conditions:

Information in the form of atlases, right-of-way maps, survey, record plats, and as-builts are used to create a base file of information for the undergrounding corridor. KCI will perform data collection to ascertain locations of existing utilities and other potential constraints as part of this task to develop plans to a 50% design level, to be used for initial cost estimating. Once compiled, information is analyzed for sufficiency. Deficient information is further analyzed to determine absolute necessity for the project. Where determined necessary, but unavailable during Phase I - 50% plan development, additional information may be required during the 100% plans development phase. The end result is the creation of a base-file depicting conceptual existing conditions used for the purpose of the 50% design(s). The Town will provide pertinent information available. Survey is not part of this work order.

Task 1.04 – Utility Coordination:

KCI will request the schematic designs from FPL and the other utilities including removal of their above ground facilities (poles, wires, etc.) and coordinate placement of new aboveground utility boxes (transformers, pull boxes, risers, pedestals, etc.) within the public R/W. KCI will coordinate with each utility to establish new preliminary routing of the common undergrounding open trench throughout the plan preparation of combining all utilities into the common trench for the 50% plans. KCI shall identify requirements of each utility, pursue associated easements, and terms for service re-connections.

Task 1.05 – Utility Coordination Plans:

Utilizing base file from the Town (Task 1.01) and FP&L design (2016 plans have been provided to KCI at an initial scoping meeting). KCI shall incorporate input from utilities (Task 1.04) in preparing a cohesive set of plans identifying all improvements. Plans will be developed to a sufficient level (50%) for preparing initial cost estimates to be used for a Town referendum vote. Proposed improvements will show undergrounding of utilities and associated decorative street lighting conduits within the right-of-way. Right-of-way improvements such as modifications and/or improvements to roadway sections, landscape, irrigation, lighting, walls, fences, paver driveways, drainage, or other private improvements within the right-of-way are not included.

Using a fixture designated by the Town, a preliminary light pole locations plan will be prepared to determine spacing and location of light poles. The plan will be used for assumptions related to the initial cost estimate only; a complete lighting design and analysis is not included in Phase I.

Other than identifying proposed easements, plans will not address restoration of improvements outside of the right-of-way. Location of individual service connections will be identified based upon information provided to KCI by the Town. The Town shall solicit input from residents to determine location of existing service connections. Easements, if required, will be assumed to be readily obtainable. Transformers and equipment will be placed at or near existing grade without concern for the 100-yr flood elevation (as confirmed with FP&L). KCI recognizes the requirement that utilities crossing waterways cannot be hung from or attached to bridges and must be considered for directional drilling. KCI assumes information necessary for permitting sub-aqueous crossings to be provided by the individual utilities and not included in KCI's plans. Utilities will be within shared easements where possible and located under sidewalks, green-space, or roadway. Landscape, irrigation, and tree relocation are assumed to be unnecessary for 50% plans and therefore not included in this task.

Plans to be prepared at 1"=40', same scale as FPL drawings previously provided to KCI. Plans will include:

- Cover Sheet
- Key Map
- General Notes
- Existing Conditions Plan (39+/- sheets)
- Plans of Proposed Conduit Details identifying each utility conduit/wire size; color coded (39+/- sheets)
- Summary of Quantities Sheet

Additional Required Task - Opinion of Probable Cost (By Others)

Upon completion of the 50% level plans in Task 1.05 above, the Town will prepare or arrange for a magnitude of cost estimate (to be prepared by others) , coordinating with FPL, all participants in the underground conversion, and KCI to present to the Town’s Commission for use in a public referendum vote to accept and proceed to Phase II.

TOWN Responsibility:

1. Provide KCI and FP&L with electronic base files in CADD format.
2. Provide KCI with utility information for City water, sewer, and drainage systems from atlas, as-builts, test-holes and survey.
3. Coordinate services of utility test-hole contractor as needed
4. Provide FP&L electronic design files in CADD format to KCI
5. Provide policy enabling utilities to be placed within right-of-ways.
6. Attendance of meetings with utilities (required).
7. Identify lighting fixture to be used for preliminary plans (determines spacing).
8. Review and approve plans for compliance with general intent.
9. Act as liaison with Residents as necessary
10. Solicit input from Residents with regard to existing service locations
11. Provide Town’s pricing for street lighting undergrounding (upon completion of 50% plans) and for lighting fixtures as applicable.
12. Town shall provide access to site.

Deliverables:

Two (2 sets) of 24” x 36” hard copies of 50% plans
Digital PDFs via email and one (1) USB flash drive of 50% plans

Time and Schedule of Performance and Term:

KCI to prepare plans within 90 days upon receiving design plans from FPL and all participating utilities

Compensation:

See hour estimate spreadsheet for each task as Exhibit A

Personnel Assigned:

Joe Gómez, PE
Bruce Reed, RLA

Contract Manager
Regional Practice Leader

HPF Associates, Inc.

Surfside Undergrounding

3/22/2021

KCI FEE Calculation

PHASE 1

Role	Rate	Hours	Extention
Project Assistant	\$70.00	58	\$4,060.00
Engineer in Training	\$105.00	1600	\$168,000.00
Project Engineer	\$160.00	250	\$40,000.00
SR Project Manager	\$180.00	364	\$65,520.00
Practice Leader	\$200.00	60	\$12,000.00
Total Estimated FEE			\$289,580.00



MEMORANDUM

ITEM NO. 5

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: May 11, 2021
Subject: FY 2021 Budget Amendment Resolution No. 8

The State of Florida, the Charter of the Town of Surfside, and sound financial management practices require monitoring of the Town's budgetary condition. Budget requirements include maintaining a balanced budget and a prohibition against entering into encumbrances for which there is not sufficient appropriation.

The Town Commission monitors the budget to actual summary at the fund level monthly on each agenda. The Town Manager is authorized by the Charter to make adjustments within funds so long as the appropriation for each fund is not exceeded. The purpose of this budget amendment is for the Town Commission to amend the FY 2021 annual budget and to recognize changes in revenues and expenditures that differ from the adopted budget.

The attached document represents the amendment that ensures compliance with State law, Town Charter, and sound financial management practices.

Staff has reviewed FY 2021 actual revenues and expenditures and recommends a change to the FY 2021 annual budget is as follows:

GENERAL FUND (Attachment A)

The General Fund is being amended to:

1. Appropriate \$289,580.00 from current year reserves for a coordination consultant undergrounding of utilities Phase I Preparation of Utility Coordination Plans.

Reviewed by: AM

Prepared by JG

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 8 TO THE FISCAL YEAR 2021 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 22, 2020, the Town of Surfside (the “Town”) Commission adopted Resolution No. 2020-2716 approving the budget for Fiscal Year 2021 and establishing revenues and appropriations for the Town; and

WHEREAS, the General Fund is being amended to appropriate \$289,580 from current year reserves for a coordination consultant for Phase I Preparation of Utility Coordination Plans relating to the undergrounding of utilities in the amount of \$289,580; and

WHEREAS, an increase to the budgeted revenue and expenditure estimate is required for the funds to comply with Florida Statutes and the Town's commitment to sound budgeting practices, where budgeted expenditures may not exceed anticipated revenues; and

WHEREAS, the Town Commission desires to amend the Fiscal Year 2021 budget by amending the General Fund as set forth in Attachment “A” attached hereto; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approving Budget Amendment No. 7. The Town Commission approves Budget Amendment No. 8 to the fiscal year budget 2021, as provided for in Attachment “A” attached hereto.

Section 3. Implementation. The Town Manager and/or his designee are directed to take any and all action necessary to accomplish this Budget Amendment No. 8 and the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on this 4th day of May, 2021.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____

Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____

Vice Mayor Tina Paul _____

Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

Attest:

Sandra McCready, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**TOWN OF SURFSIDE
BUDGET AMENDMENT
ATTACHMENT A**

Fiscal Year 2021
 BA No. 8
 Fund Nos. 001 General Fund

5/4/2021

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
GENERAL FUND						
EXPENDITURES						
001-7900-590-99-10	Return to Reserves	Appropriate funds for professional services - utility undergrounding	\$ 3,059,734		\$ 289,580	\$ 2,770,154
001-7900-590-31-10	Professional Fees	Coordination Consultant Undergrounding of Utilities - Phase I Preparation of Utility Coordination Plans	\$ 174,391	\$ 289,580		\$ 463,971
TOTAL	GENERAL FUND EXPENDITURES			\$ 289,580	\$ 289,580	