

RESOLUTION NO. 2022- 2879

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HPF ASSOCIATES, INC. FOR PROJECT MANAGEMENT SUPPORT SERVICES IN CONNECTION WITH PHASE II OF THE UNDERGROUNDING OF UTILITIES PROJECT; FINDING THAT THE SERVICES ARE EXEMPT FROM PROCUREMENT PURSUANT TO SECTION 3-13(2) OF THE TOWN CODE; AUTHORIZING INCREASED EXPENDITURE OF FUNDS FOR THE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 3, 2020, a vast majority of the Town of Surfside (“Town”) electorate approved a ballot/referendum question in order to move forward with developing a plan to underground utilities in the Town; and

WHEREAS, on December 8, 2020, the Town Commission approved Resolution No. 2020-2743, which authorized the Town Manager to engage a consultant for the initial phase project management support in connection with the Utilities Undergrounding Project (“Services”); and

WHEREAS, pursuant to Resolution No. 2020-2752 adopted on January 14, 2021, the Town engaged HPF Associates, Inc. (the “Consultant”) for the initial phase of the Services by (i) approving a professional services agreement for the Services (the “PSA Agreement”), and (ii) increasing the Town Manager’s expenditure authority to engage the Consultant for a total not to exceed \$40,000.00; and

WHEREAS, on March 15, 2022, a vast majority of the Town electorate approved a ballot/referendum question to authorize the issuance of General Obligation Bonds for the utility undergrounding project; and

WHEREAS, pursuant to Section 3-13(2) of the Town’s Code, contracts for professional services, except those governed by the Consultant’s Competitive Negotiations Act, are exempt from competitive bidding; and

WHEREAS, the Town desires to amend the PSA Agreement with the Consultant to provide additional services in connection with Phase II of the utilities undergrounding project (the “Phase II Project”) in an amount not to exceed \$184,625.88; and

WHEREAS, the Town Administration recommends approving the First Amendment to the PSA Agreement, in substantially the form attached hereto as Exhibit “A” (the “First Amendment”), with the Consultant for the Phase II Project; 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. **First Amendment Approved.** The Town Commission approves the First Amendment with the Consultant for the Services in connection with Phase II Project, in substantially the form attached hereto as Exhibit “A.”

Section 3. **Authorization.** The Town Manager is hereby authorized to execute the First Amendment attached hereto as Exhibit “A,” subject to final approval by the Town Manager and the Town Attorney as to form and legal sufficiency.

Section 4. Authorization to Expend Funds. The Town Manager is authorized to expend \$184,625.88 of funds for the additional Services in connection with the Phase II Project, in accordance with the First Amendment attached hereto as Exhibit "A".

Section 5. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the First Amendment and the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 10th day of May, 2022.

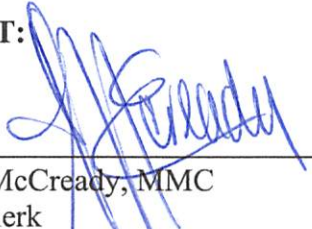
Motion By: Commissioner Velasquez
Second By: Commissioner Landsman

FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman	<u>Yes</u>
Commissioner Marianne Meisheid	<u>Yes</u>
Commissioner Nelly Vazquez	<u>Yes</u>
Vice Mayor Jeffrey Rose	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>




Shlomo Danzinger, 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

FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
HPF ASSOCIATES, INC.

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Amendment") is entered into as of _____, 2022 by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter the "Town"), and **HPF ASSOCIATES, INC.**, a Florida corporation (hereinafter the "Consultant").

WHEREAS, the Town and Consultant entered into that certain Professional Services Agreement for project management support services in connection with the Utilities Underground Project (the "Project") dated January 27, 2021 (the "Agreement"); and

WHEREAS, the Town and Consultant wish to amend and expand the Consultant's Proposal and Scope of Services, as set forth in Exhibit "1" attached hereto, and the compensation payable to Consultant.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows:

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

3. **Scope of Services.** Section 1 of the Agreement is hereby amended as follows:

1.1 Under the general supervision of the Town Manager, Consultant shall perform the Services for the initial phase of the project in accordance with the Proposal and Scope of Services attached hereto as Exhibit "A." The initial phase of the Services generally consists of assisting with the binding cost estimate with FPL, gathering data from other utility providers servicing the Town, and planning, project management and owner's representative services, estimating and scheduling, and community informational program development. Consultant shall perform the Phase II Services for Phase II of the project in accordance with the Proposal and Scope of Services attached hereto as Exhibit "B" (the "Phase II Services"). The Phase II Services generally consist of supervising, advising and assisting in the gathering of data required from utility providers servicing the Town, and planning, project management and owner's representative services, estimating and scheduling, and community informational program development.

1.4 Consultant shall provide a maximum of 225 hours of work or services for the initial phase, which shall include, but not be limited to, the functions and services listed in the Proposal and Scope of Services attached hereto as Exhibits "A". The hourly rates for the Consultant are provided in Exhibit "A" attached hereto as follows: Principal at \$150/hour; Inspector at \$65/hour; and Administration at \$35/hour. Consultant shall provide a maximum of 1,189 hours of work for the Phase II Services, which shall include, but not be limited to, the functions and services listed in the Proposal and Scope of Services attached hereto as Exhibit "B". The hourly rates for the Consultant are provided in Exhibit "B" attached hereto as follows: Principal at \$150/hour; Field Staff \$65/hour; and Administration at \$35/hour.

4. **Compensation and Payment.** Section 3.1 of the Agreement is hereby amended as follows:

3.1 Compensation for Services provided by Consultant shall be in accordance with the Proposal and fees provided in Exhibit "A" attached hereto, in an amount not to exceed \$40,000.00 for the initial phase of the project including, planning, project management, owner's representative services, gathering of data regarding all utility providers, estimating and scheduling, community informational program development, for a total fee based on a maximum hours of 225 of \$36,281.25, plus \$3,718.75 for contingency and reimbursable expenses to be authorized by the Town Manager as needed. Compensation for Phase II Services provided by Consultant shall be in accordance with the Proposal and fees provided in Exhibit "B" attached hereto, in an amount not to exceed \$184,625.88 for Phase II of the project including, supervising, advising and assisting in the gathering of data required from utility providers servicing the Town, and planning, project management and owner's representative services, estimating and scheduling, and community informational program development, for a total fee based on a maximum hours of 1,189 hours of \$184,625.88.

5. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control.

6. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, the all terms and pricing in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

TOWN:

TOWN OF SURFSIDE, a Florida municipal corporation

By: _____
Andy Hyatt, Town Manager

Date Executed: _____

Attest:

Town Clerk

Approved as to Legal Form and
Leal Sufficiency:

Town Attorney

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

CONSULTANT:

Witnesses:

HPF ASSOCIATES, INC., a Florida corporation

By: _____

Print Name: _____

Name: _____

Title: _____

Date Executed: _____

Print Name: _____

EXHIBIT "1"

(EXHIBIT B TO PROFESSIONAL SERVICES AGREEMENT WITH HPF ASSOCIATES, INC. – PHASE II PROPOSAL AND SCOPE OF SERVICES)

HPF ASSOCIATES, INC.

April 27, 2022

Mr. Andrew E. Hyatt
Town Manager
9293 Harding Ave.
Surfside, FL 33154

Re: Owners Representative Hourly Services Agreement – Phase II Utility Undergrounding

Dear Mr. Hyatt;

Following please find HPF Associates, Inc. proposal for continued activity in the next phase of the project.

KCI will continue with the finalization of the design documents ultimately providing the Town with a complete set of Bidding Documents which will be inclusive of input from all of the utility providers.

HPF will:

1. Supervise, advise and assist in the gathering of data required from said utilities.
2. Provide HPF staff to review and analyze existing field conditions.
3. Negotiate final agreements with utility companies not yet under contract.
4. Critic design and recommend adjustments as necessary with FPL regarding equipment placement to minimize necessity for easements.
5. Coordinate with ToSS Legal representatives if any easements are ultimately required.
6. Assist ToSS in selecting Decorative Lighting Fixtures including presentation of design alternatives, providing samples and mock ups for approval by Commission.
7. Update Cost Estimate based on final comprehensive bid documents.
8. Assist ToSS with selecting final bid solicitation procedures.
9. Chair all pre-bid meetings.
10. Analyze final bid proposals for accuracy, completeness and competence to perform, leading to a recommendation to award.
11. Negotiate General Contractor contract including their preparation of a detailed completion schedule for the execution of the project.
12. Participate in ToSS Commission meetings, community outreach and informational programs necessary to prepare the town for commencement of construction activities.

All work efforts provided by HPF will be based on the following hourly rates to be invoiced monthly. Reimbursable expenses such as extensive travel, document duplication and delivery services will be invoiced at direct cost in addition to the expended personnel hours. The projected hourly rates and hours required for the completion of the above referenced responsibilities are as follows:

Hourly Rates – Principal \$150 / hour - projected hours 957 over an 11 month period of time.
Field Staff \$65 / hour - projected hours 45 over a 2 month period of time.
Administration \$35 / hour - projected hours 187 over an 11 month period of time.

All hourly rates are subject to a 7.5 % overhead and profit mark up.

Based on our revised fee schedule above the Not to Exceed FEE for this Phase II work effort would be \$184,625.88 plus any reasonable direct reimbursable expense.

Very truly yours,

PT Abbott

Paul T. Abbott
President
HPF Associates, Inc.

Authorized Signature

Date

Cc: Jason Greene, Town of Surfside