

RESOLUTION NO. 2023- 2976

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR DESIGN AND PERMITTING SERVICES RELATED TO THE DUNE RESILIENCY AND BEAUTIFICATION PROJECT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) submitted a grant application to the Florida Department of Environmental Protection (FDEP) for the Dune Resiliency and Beautification Project (the “Project”) and was selected for a Fiscal Year 2023/2024 Beach Management Funding Assistance Program grant (the “Grant Award”); and

WHEREAS, the Project is proposed to be funded by the Grant Award and consists of removing invasive plant species, installing a diverter dune at critical areas, reinforcing the eastern boundary of the system, increasing dune height at various areas, and installing additional native plant species; and

WHEREAS, the Town is in need of design and permitting services for the Project; and

WHEREAS, the Town has allocated funding for the design of the Project in the Fiscal Year 2023-2023 budget; and

WHEREAS, pursuant to Section 287.055, Florida Statutes (also known as the Consultants’ Competitive Negotiation Act), the Town has retained the services of Kimley-Horn and Associates, Inc. (the “Consultant”) for professional engineering services, in accordance with the Continuing Services Agreement effective April 2, 2021, for such services (the “CSA”); and

WHEREAS, in accordance with the provisions of the CSA, the Consultant and the Town have agreed to enter into a specific Project Agreement (the "Agreement"), authorizing the Consultant to provide design and permitting services for the Project (the "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 the performance and compensation for the Services; and

WHEREAS, in accordance with the Agreement, attached hereto as Exhibit "A," compensation for the Services shall consist of a total lump sum fee of \$111,500; 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.

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

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

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 and subject to final approval by the Town Manager and Town Attorney as to form, content,

and legal sufficiency. The Town Manager is further authorized to expend funds in an amount not to exceed \$111,500.

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 become effective immediately upon adoption.

PASSED AND ADOPTED this 14th day of March, 2023.

Motion By: Vice Mayor Rose
Second By: Commissioner Meisheid

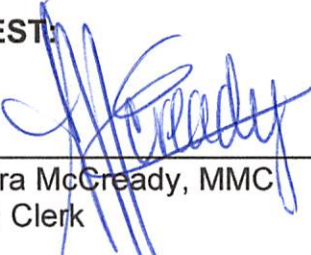
FINAL VOTE ON ADOPTION:

Commissioner Fred Landsman	<u>YES</u>
Commissioner Marianne Meisheid	<u>YES</u>
Commissioner Nelly Velasquez	<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

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

Kimley-Horn and Associates, Inc.

Project Name: Dune Resiliency and Beautification Project

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

KIMLEY-HORN AND ASSOCIATES, INC.

Project Name: Dune Resiliency and Beautification Project

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 **KIMLEY-HORN AND ASSOCIATES, INC.**, (hereinafter referred to as “Consultant”) dated April 2, 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 _____, 2023, and authorizes the Consultant to provide the services as set forth below:

SECTION 1. SCOPE OF SERVICES

1.1 Consultant shall provide **DESIGN AND PERMITTING SERVICES** for the Dune Resilient and Beautification Project and complete the tasks that are identified and described in the Project Scope of Services and Schedule, attached hereto as Exhibit “A,” 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 “A.” 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 “A.”

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 "A". 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 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 "A" attached hereto. Consultant shall receive a lump sum fee of \$111,500.00

4.2 Reimbursable Expenses. The following expenses are reimbursable and will be billed at 1.1 x 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 "A", 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: _____
Hector Gomez, Acting Town Manager

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

TOWN ATTORNEY

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT "A"

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

[TO BE INSERTED]

Exhibit A



January 24, 2023

Mr. Hector Gomez, Public Works Director
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

RE: ***Dune Resiliency & Beautification Project
Town of Surfside, FL***

Dear Mr. Gomez:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant"), in connection with the Town of Surfside "Continuing Professional Engineering Services Agreement RFQ No. 2020-06" is pleased to submit this letter agreement (the "Agreement") to Town of Surfside ("Client" or "Town") for providing professional services associated with the Dune Resiliency & Beautification Project.

Project Understanding

The Town of Surfside beach dune system was initially constructed by the U.S. Army Corps of Engineers (USACE) between 1977 and 1978. The Town's dunes system is a mile long located along the eastern coast which extends from 87th Street to 96th Street. On average, it is approximately 80 linear feet in width. Since its initial construction, the Town's beach has been nourished three additional times, including a 2020 nourishment. The 2020 post-construction monitoring of the most recent nourishment project showed that the Surfside fill area continued to disperse as the beach equilibrated based on the wave conditions.

The project will improve dune resiliency by increasing the crown of the dune and incorporating additional diverter dunes if deemed necessary. Landscaping and vegetation will be improved by replacing invasive species and bare patches with resilient native landscaping. The project will also seek to improve shade canopy and lighting. The Town of Surfside has developed a Dune Plan as well as prepared proposed preliminary project plans that cover eradication of invasive species, trimming and replanting of desirable species, and improvements to the resilience and aesthetic condition of the dune system. The professional services associated with this project includes design, permitting, bid document development, bidding assistance, and limited construction phase services.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

TASK 1 – KICK OFF MEETING

Kimley-Horn will conduct a kick-off site visit to observe existing conditions, assess potential design integration with surrounding spaces, and truth the survey provided in Task 2. Kimley-Horn will also attend one (1) kick-off meeting with the Town to discuss the project, desired project elements, and to review the project timeline and milestones.

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

- Contact utility owners and request any available information depicting the locations and configuration of existing utilities within and around the project limits.

Exhibit A



Mr. Hector Gomez, January 24, 2023, Page 2

- Attend coordination meetings with regulatory agencies having jurisdiction over the project to discuss permitting requirements.

TASK 2 – TOPOGRAPHIC SURVEY

Kimley-Horn will engage sub-consultant, Stoner Associates, Inc. (licensed surveyor) to prepare a topographic survey of the project area, between 87th Terrace and 96th Street.

General:

The sub-consultant shall provide supervision, field / office support staff and equipment to perform the scope of work described, herewith. Work shall be conducted to the highest level of industry standards and under the responsible charge of a Professional Surveyor and Mapper registered in the State of Florida. Work shall meet or exceed the Standards of Practice (Standards) set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. If time permits, deviations from the scope of work shall be addressed via formal approved addendum to the executed Agreement for Professional Services.

Horizontal and Vertical Data:

Horizontal Datum: Feet, relative to the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD83, 2011) Vertical Datum: Feet, relative to the National Geodetic Vertical Datum of 1929 (NGVD 29).

Horizontal and Vertical Control:

The sub-consultant shall conduct an initial site reconnaissance to identify necessary vertical and horizontal control needed for the survey. Prior to data collection efforts, survey control will be recovered and verified using either differential leveling or Real-Time Kinematic (RTK) Global Positioning System (GPS) techniques, whichever methodology is deemed most practical.

Data Collection:

The survey will extend from the east side of the emergency use path to edge of beach at the eastern toe of the dune. Sub-consultant will obtain cross sections every 50 feet along the alignment of the walking path atop the dune, capturing centerline, edge of path, and grade breaks along each cross section. Sub-consultant will identify edges of vegetation and trees 3" diameter or larger with common tree name and diameter. Survey data shall be collected from toe of slope to toe of slope utilizing angle-distance total-station, RTK GPS, and or conventional rod, chain and level methodologies as needed.

TASK 3 – CONSTRUCTION PLANS

Utilizing the survey provided under **Task 2**, Kimley-Horn shall prepare Construction plans for the dune improvement project. These Plans shall show the dune improvement which will include removal of undesirable invasive species, located by others. The plans will also depict the erosion protection measures within the project limits. The basis for design will be the Miami-Dade County Public Works Manual and South Florida Water Management District (SFWMD) Design Manual where applicable. The following plan sheets will be included in the Construction Plans:

1. Cover Sheet – Project title, vicinity map, engineer of record, and other appropriate information.
2. Engineering Plan Sheets – Containing the geometric, horizontal and vertical alignment for the dune improvements within the project area. Existing and proposed vertical alignment of walking path atop dune will be shown on these sheets.
3. Landscape Plan Sheets – Containing the proposed plantings and lighting for the dune improvements within the project area. These sheets shall also include the removal of trees and invasive vegetation.

Exhibit A



Mr. Hector Gomez, January 24, 2023, Page 3

4. Miscellaneous Construction Details – These sheets shall provide construction details that are not included in the Miami-Dade County Details or South Florida Water Management District.
5. Storm Water Pollution Prevention Plans
6. General Notes Plan
7. Provide types of fill to be used (specs); Tree protection detail (If Any)

As part of this task, Kimley-Horn will prepare bid documents to be included with the Town's overall solicitation. This includes preparing a bid form, project description, specifications as needed and any additional information that is required to provide the contractors enough information to bid the project.

TASK 4 – PERMIT COORDINATION

Kimley-Horn will assist the Town with the permit submittal and supporting documentation for the project to Miami-Dade County (MDC), Florida Department of Environmental Protection (FDEP), and if required, the U.S. Army Corps of Engineers (USACE). Kimley-Horn anticipates the permit process will be coordinated through the Joint Coastal Permit (JCP) process administered by FDEP. Kimley-Horn will provide three (3) copies of the design plan sets to the County, FDEP, and USACE for distribution to the appropriate departments for their review.

All permit fees will be paid directly by the Town. Consultant will respond to up to two (2) rounds of reasonable requests for additional information from the agencies.

Exhibit A



Mr. Hector Gomez, January 24, 2023, Page 4

Additional Services

The following services are not included in the scope of services, but can be provided as additional services if authorized by you:

1. Environmental surveys, studies, or reports
2. Temporary and/or permanent easement development/acquisition
3. Drainage design or permitting
4. Bidding Assistance
5. Limited Post Design Services

Schedule

We will provide our services within a reasonable length of time to meet a mutually agreed upon schedule.

Fee and Billing

Kimley-Horn will perform the Scope of Services in **Tasks 1-6** for the lump sum fee below. Individual task amounts are informational only.

Task No.	Description	Fee
1	Kick-Off Meeting	\$5,000
2	Topographic Survey	\$22,000
3	Construction Plans	\$62,500
4	Permit Coordination	\$22,000
<i>Total Lump Sum Fee</i>		<i>\$111,500</i>

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

Closure

The terms and conditions of Town of Surfside "Continuing Professional Engineering Services Agreement", RFQ No. 2020-06, shall govern this scope of services.

We appreciate this opportunity to submit this proposal. Please contact Matt Brosman at 954-535-5109 if you have any questions.

Very truly yours,

Stefano Viola, P.E.
Vice President

Matt Brosman, P.E.
Project Manager