

RESOLUTION NO. 2023- 2989

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HPF ASSOCIATES, INC. FOR PROJECT MANAGEMENT SUPPORT SERVICES IN CONNECTION WITH PHASE IIA 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 EXPENDITURE OF FUNDS FOR THE PHASE IIA SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 3, 2020, 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, on January 14, 2021, the Town Commission adopted Resolution No. 2020-2752 to engage 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 amount not to exceed \$40,000.00; and

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

WHEREAS, on May 10, 2022, the Town Commission adopted Resolution No. 2022-2879, approving the First Amendment to the PSA Agreement for Phase II additional services for the utilities undergrounding project and authorized an amount not to exceed \$184,626.88; and

WHEREAS, the Consultant provided a proposal for Phase IIA services in connection with the utilities undergrounding project ("Phase IIA Services") in an amount not to exceed \$174,015.63; 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 Commission desires to approved the Second Amendment to the PSA Agreement, in substantially the form attached hereto as Exhibit "A" (the "Second Amendment"), with the Consultant for the Phase IIA Services, and authorize the expenditure of an amount not to exceed \$174,015.63; 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. Second Amendment Approved. The Town Commission approves the Second Amendment with the Consultant for the Services in connection with Phase IIA Services, in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. The Town Manager is hereby authorized to execute the Second 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 an amount not to exceed \$174,015.63 for the Phase IIA Services, in accordance with the Second 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 Second Amendment and the purposes of this Resolution.

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

PASSED AND ADOPTED this 18th day of April, 2023.

Motion By: Vice Mayor Rose
Second By: Commissioner Velasquez

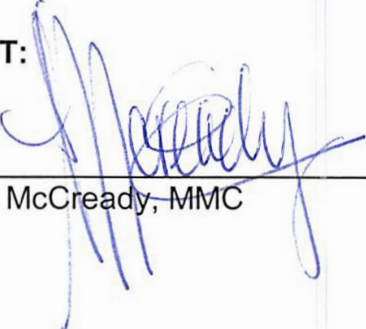
FINAL VOTE ON ADOPTION:

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

SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
HPF ASSOCIATES, INC.
PHASE II.A. SERVICES

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Amendment") is entered into as of _____, 2023 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 Undergrounding Project (the "Project") dated January 27, 2021 (the "Agreement"); and

WHEREAS, on May 12, 2023, the Town and Consultant entered into a First Amendment to the Agreement to amend the Consultant's Scope of Services and the compensation payable to Consultant for Phase II of the Project; and

WHEREAS, the Town and Consultant wish to amend the Consultant's Proposal and Scope of Services and compensation payable to Consultant for Phase IIA of the Project.

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 1.1 of the Agreement is hereby amended and replaced with the following:

Under the general supervision of the Town Manager, Consultant shall perform the Services for Phase IIA of the project in accordance with the updated Proposal and Scope of Services attached hereto as Exhibit "A."

4. **Compensation and Payment.** Section 3.1 of the Agreement is hereby amended and replaced with the following:

Compensation for Services provided by Consultant shall be in accordance with the updated Proposal and fees provided in Exhibit "A attached hereto, in an amount not to exceed \$174,258.00 for Phase IIA of the Project including the scope of services provided for in the Proposal attached hereto as Exhibit "A."

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: _____
Hector Gomez, Acting Town Manager

Date

Executed:

Attest:

Town Clerk

Approved as to Legal Form and
Leal Sufficiency:

Weiss Serota Helfman Cole Bierman P.L.
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 "A"

(Attach Revised Scope of Services)

HPF ASSOCIATES, INC.

Attachment "A"

April 6, 2023

Mr. Hector Gomez
Town Manager
9293 Harding Ave.
Surfside, FL 33154

Re: Owners Representative – Phase II Utility Undergrounding – Executive Summary

Dear Mr. Gomez;

The utility conversion project from overhead to underground Phase II has continued for the past 15 months including the following completed and ongoing activities:

1. Data gathering of existing utility services thru ough the Town of Surfside (ToSS) including FPL, ATT and ABB (now renamed to Breezline).
2. Field conditions regarding existing improvements both public and private have been analyzed and incorporated into the utility provider designs to minimize the necessity for easements or undue modifications to said improvements which are encroaching into public Rights of Way.
3. Contract agreements have been, and continue to be, negotiated with utility service providers pending the final execution of designs provided by the utilities. FPL, Breezline and HotWire have submitted preliminary final designs which will continue to be refined over the coming months taking into account future Town projects and situations discovered during the completion of Tasks 1 and 2 noted previously. ATT continues to lag with their submission of design documents, to date only a partial submission of the first FPL phase has been received.
4. Proposed designs are continually reviewed to minimize the need for easements to facilitate placement of equipment required for the undergrounding process. This activity will continue through the execution of the project.
5. Suggestions as to the final selection of decorative streetlighting fixtures is ongoing, a presentation of various fixture styles will be included in the April Commission meeting.
6. Numerous discussions and considerations regarding the commercial alleyway between Collins Ave. and Harding, pertaining to the SHUL development and construction activities, future development projects adjacent to the alleyway and establishment of a Public Rights of Way over the alleyway have been actively pursued over the past 15 months.

Please contact us at your convenience should further explanation or details regarding the project be necessary.

Very truly yours,

PT Abbott

Paul T. Abbott
President
HPF Associates, Inc.

Cc: CSA, HPF

HPF ASSOCIATES, INC.

March 3, 2023

Mr. Hector Gomez
Town Manager
9293 Harding Ave.
Surfside, FL 33154

Re: Owners Representative Hourly Services Agreement – Phase IIA Utility Undergrounding - Extension

Dear Mr. Gomez;

Following please find HPF Associates, Inc. proposal for continued activity with the ongoing phase of the undergrounding 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. Continue negotiations to finalize 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 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.
13. **Participate in design and execution of projects related to the undergrounding, IE: 96th St. Park, incorporation of decorative sign program into undergrounding project, early execution of the Commercial Alley Undergrounding between Collins and Harding.**

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 1000 over a 12 month period of time.
Field Staff \$65 / hour - projected hours 75 over a 12 month period of time.
Administration \$35 / hour - projected hours 200 over a 12 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 IIA work effort would be \$174,015.62 plus any reasonable direct reimbursable expense.

Very truly yours,

PT Abbott

Paul T. Abbott
President
HPF Associates, Inc.

Authorized Signature

Date

Cc: CSA, HPF