

**RESOLUTION NO. 2023- 2997**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PROPOSAL AND PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE SURFSIDE BOULEVARD BEAUTIFICATION PROJECT FROM BAY DRIVE TO HARDING AVENUE; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (the “Town”) received state funding (the “Grant Award”) to provide roadway improvements along Surfside Boulevard from Harding Avenue to Bay Drive (the “Project”); and

**WHEREAS**, the Project is proposed to be partially funded by the Grant Award and consists of improving roadway infrastructure, aesthetic, and walkability associated with Surfside Boulevard from Harding Avenue to Bay Drive; and

**WHEREAS**, the Town is in need of planning, design, permitting, and bid document 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 has provided a proposal for the Project attached hereto as Exhibit “A” and the Town and

Consultant have agreed to enter into a specific Project Agreement (the "Agreement") attached hereto as Exhibit "B", authorizing the Consultant to provide planning, design, permitting, and bid document development services for the Project (the "Services"); and

**WHEREAS**, the Proposal and Agreement, attached hereto as Exhibits "A" and "B", respectively, provide 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 for a total lump sum fee of \$122,700; and

**WHEREAS**, pursuant to the CSA, the Town Commission wishes to approve the Proposal attached hereto as Exhibit "A" and the Agreement attached hereto as Exhibit "B", in substantially the form attached, 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 Proposal and Agreement.** The Proposal attached hereto as Exhibit "A" and the Agreement for the Services with the Consultant, in substantially the form attached hereto as Exhibit "B", are hereby approved.

**Section 3. Authorization.** The Town Manager is hereby authorized to execute the Agreement attached hereto as Exhibit "B" 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 \$122,700.

**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 13th day of June, 2023.

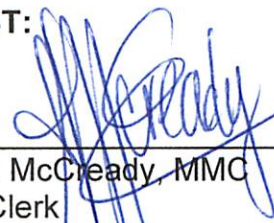
Motion By: Vice Mayor Rose  
Second By: Commissioner Velasquez

**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>



**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



June 30, 2023

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

**RE: *Surfside Boulevard 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 Surfside Boulevard Beautification Project.

## **Project Understanding**

The Town of Surfside have received state funding to provide roadway improvements along Surfside Boulevard from Hardening Avenue to Bay Drive. The possible improvements include storm water, roadway infrastructure, aesthetic and hazard mitigation enhancements including landscaping and under-grounding of utilities. The existing residential roadway corridor is a 2-lane undivided roadway with on street parking that is approximately 0.5 miles in length. The professional services associated with this project include planning, design, permitting, and bid document development. A roadway survey is to be provided by the Town. Any additional surveying or limited construction phase services can be provided under a separate scope of 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 and assess potential design integration with surrounding spaces. 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.
- Meet with specific utility owners to discuss potential future infrastructure projects that may impact the corridor.

### **TASK 2 – CONCEPTUAL DESIGN**

Kimley-Horn will provide the following conceptual design services:

- As part of this Task, the Kimley-Horn will prepare conceptual roadway plans depicting the proposed roadway improvements. Kimley-Horn will utilize high resolution aerials and any available survey information the Town has on file.



- Kimley-Horn will facilitate a meeting with the Town to present the base map, discuss design parameters, and coordinate project expectations. Kimley-Horn will prepare the agenda, as needed.
- Consultant will prepare up to two conceptual designs for the corridor, plan view of the project area, identifying proposed storm water improvements, roadway infrastructure improvements, aesthetic and hazard mitigation enhancements including landscaping and under-grounding of utilities. Concepts will be presented as:
  - Up to two plan view concepts of the Project area.
  - Section drawings, sketches, or vignettes will be prepared in support of the plan views to aid in communicating design intent.
- Kimley-Horn will present the concepts to the Town for selection of a scheme for further development.
- After Town selection of a desired concept (or elements of concepts), Consultant will prepare a rendered concept plan view of the project area, identifying project elements along with illustrative section drawings in support of the design. Submitted materials will be prepared to be compatible with digital presentation methods.
- Kimley-Horn will submit the Conceptual Design exhibits to the Town and attend up to two virtual meetings, if needed, to review.
- Kimley-Horn will present the conceptual design package at one Council meeting.

### **TASK 3 – EVENING PARKING COUNT**

Kimley-Horn will prepare a parking demand count for the project limits prior to the start of construction activity. Kimley-Horn will conduct one weekday evening parking count and one weekend evening parking count. The weekday evening parking count will be performed on a Tuesday, Wednesday, or Thursday, between 2 AM and 4 AM. The weekend evening parking count will be performed on one Saturday, between 2 AM and 4 AM.

### **TASK 4 – (60%) DESIGN PLANS**

Kimley-Horn shall prepare 60% Design Plans for the proposed improvements based on the concept approved by the Town during Task 2. We anticipate the plan set will include the following sheets:

- Cover Sheet
- General Notes
- Roadway Plans  
Kimley-Horn will prepare roadway plans that will include dimension control and roadway layout. These plans will include pavement limits, curbing, drainage, concrete areas, and spot elevations for the roadway and green areas.
- Roadway Details  
Kimley-Horn will prepare detail sheets showing the paving, drainage system, and erosion control details for the roadway plans. The intent is to reference City, County and/or FDOT standard details.
- Demolition Plans  
Kimley-Horn will prepare a demolition plan for the project which will indicate paving and utility removal/relocation for the proposed improvements.
- Erosion Control Plan  
Kimley-Horn will prepare an erosion control plan for the site. The plan will indicate erosion control measures to be implemented by the contractor prior to disturbing the site.

- **Signing and Marking Plans**

Kimley-Horn will show proposed project signage and striping with associated details.

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.

This task will include preparation of drainage calculations and report for submittal to Miami-Dade County Department of Regulatory and Economic Resources as listed in Task 5.

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

## **TASK 5 – PERMITTING**

Kimley-Horn will prepare permit applications with supporting documentation to the following jurisdictional regulatory agencies. Kimley-Horn will address up to two (2) rounds of comments for the regulatory agency submittals identified below.

1. **Miami-Dade County Traffic Engineering Division**
  - a. Roadway, paving, and traffic control systems for access
  - b. Signing and marking
2. **Miami-Dade County Department of Regulatory and Economic Resources**
  - a. Drainage
3. **National Pollutant Discharge Elimination System (NPDES):**
  - a. Notice of Intent
  - b. Preparation of Storm Water Pollution Prevention Plans (SWPPP) – City's Contractor shall complete the necessary application and submittal to obtain the general permit. The City's contractor shall be responsible for obtaining, maintaining, and operating the construction site according to the EPA and NPDES guidelines.

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 6 – FINAL CONTRACT DOCUMENTS**

Once the Town has 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 5 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.
- Provide the Town with standard design details, to be applicable to this project and future Town projects.



## **TASK 7 – 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 8 – COORDINATION**

Kimley-Horn will coordinate with the Client and project teams for other active projects within the project area. The anticipated active projects during this task are the 91<sup>st</sup> Avenue Drainage Improvements and 91<sup>st</sup> Avenue Utilities Undergrounding projects.

Kimley-Horn will prepare for and attend meetings or conference calls with the Client, project team, public meetings, project workshops, and/or other regulatory agencies at the Client's request. These services will be provided for an anticipated period of 6 months during the preliminary design phase. Due to the uncertain nature of coordination efforts, this task includes up to 40 hours of effort. Additional coordination efforts can be provided as an additional service.

## **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. Topographic survey
2. Environmental surveys, studies, or reports
3. Temporary and/or permanent easement development/acquisition
4. Overhead to underground utility conversion design and coordination
5. Limited Post Design Services

## **Schedule**

Kimley-Horn anticipates a 12-month project schedule. A mutually agreed upon schedule with deliverable timelines will be provided prior to the project kick-off meeting.

## Fee and Billing

Kimley-Horn will perform the Scope of Services in **Tasks 1-8** for the lump sum fee below. Individual task amounts are informational only.

Task No.	Description	Fee
1	Kick-Off Meeting	\$5,000
2	Conceptual Design	\$35,000
3	Evening Parking Count	\$1,200
4	(60%) Design Plans	\$45,000
5	Permitting	\$10,000
6	Final Contract Documents	\$15,000
7	Bidding Assistance	\$3,500
8	Coordination	\$8,000
<i>Total Lump Sum Fee</i>		<i>\$122,700</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



# **PROJECT AGREEMENT**

Between

**TOWN OF SURFSIDE, FL**

And

**Kimley-Horn and Associates, Inc.**

Project Name: Surfside Boulevard Beautification Project

## PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

KIMLEY-HORN AND ASSOCIATES, INC.

Project Name: Surfside Boulevard 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 **PLANNING, DESIGN, PERMITTING, AND BID DOCUMENT DEVELOPMENT SERVICES** for the Surfside Boulevard 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 \$122,700.00

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, 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]