

RESOLUTION NO. 2023- 3216

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR DESIGN AND ENGINEERING SERVICES FOR THE TOWN'S UTILITIES UNDERGROUNDING PROJECT, 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, on November 3, 2020, the Town of Surfside (the "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 to provide project management support in connection with the initial phases of the Utilities Undergrounding Project (the "Project"); and

WHEREAS, pursuant to Resolution No. 2020-2752 adopted on January 14, 2021, the Town engaged HPF Associates, Inc. ("HPF") for project management support services for Phase I of the Project by (i) approving a professional services agreement (the "HPF Agreement"), and (ii) increasing the Town Manager's expenditure authority to engage HPF

WHEREAS, on May 10, 2022, the Town Commission approved an amendment to the HPF Agreement for services in connection with Phase II of the Project, in an amount not to exceed \$184,625.88; and

WHEREAS, the Town Commission authorized a second amendment for Phase IIA on April 18th, 2023, in an amount not to exceed \$174,015.63; and

WHEREAS, subsequently, on May 4, 2023, the Town terminated the HPF Agreement for project management services as well as the Phase II project agreement with KCI Technologies, Inc.; and

WHEREAS, as a result, the Town is in need of design and engineering services for the Project; and

WHEREAS, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town has retained 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, having thoroughly assessed the status of the Project, including discussions with utility providers and other stakeholders, the Town Administration recommends selecting the Consultant to provide design and engineering services for the Project, including design services, surveying, easement assistance, permitting assistance and bid phase services (the "Services"); and

WHEREAS, in accordance with the provisions of the CSA, the Consultant has provided a proposal, attached hereto as Attachment "A", to provide the "Services", and the Town and Consultant have agreed to enter into a specific Project Agreement (the "Agreement"), attached hereto as Attachment "B", authorizing the Consultant to provide the Services for the Project; and

WHEREAS, the Proposal and Agreement, attached hereto as Attachment "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 \$2,431,400; and

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

Section 3. Authorization. The Town Manager is hereby authorized to execute the Agreement attached hereto as Attachment "B" with the Consultant for the Services, 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 \$2,431,400.

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 10th day of October, 2023.

Motion By: Vice Mayor Rose

Second By: Commissioner Landsman

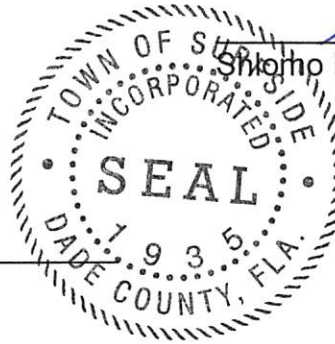
FINAL VOTE ON ADOPTION:

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



September 29, 2023

Hector Gomez
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

Re: Surfside Undergrounding – Design Phase Proposal

Dear Hector:

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this proposal (the "Agreement") to the Town of Surfside ("Town") for providing engineering services related to the undergrounding of existing overhead utilities within the Town's municipal boundaries. Our project understanding, scope of services, and fee follow.

PROJECT UNDERSTANDING

The Town has requested a proposal for undergrounding design services for undergrounding overhead utilities within the Town's municipal boundaries. It is understood that there are multiple utilities on the utility poles throughout the Town. These poles and lines are generally located in the public rights-of-way. New underground electric and communications infrastructure is desired to be installed within the road rights-of-way and in new easements, where required. Once the new facilities have been installed, activated, and the services cut over, the existing overhead wires and the poles will be removed. Kimley-Horn will coordinate with the utility providers to develop the electrical and communications infrastructure design for the project. In general, the utility providers will develop the electrical and communications network designs and Kimley-Horn will develop an equipment location and conduit routing plan to support the network designs. It is anticipated that multiple jurisdictional permits will be required to execute the work. Additionally, our initial review of the typical plats in the Town have indicated that sufficient right of way may exist in many areas throughout the Town to contain some of the proposed conduits and equipment without the need for easement acquisition on private properties. However, we do believe that some level of easement acquisition will be required for large pieces of equipment and equipment that cannot be reasonably located in the right of way.

We have broken up our services to correspond to the program areas that have been previously established between the Town and the utility providers. We are assuming the design will occur over three consecutive years with each area having a 12-month duration.

Area 1 – South of the program can generally be defined as east of Hawthorne Avenue and south of 91st Street. Area 2 – Central can generally be defined as from the Area 1 – South boundary to south of 93rd Street. Area 3 – North can generally be defined as north of 93rd Street.

In developing our Scope of Services, Kimley-Horn assumes the following:

- Florida Power & Light Company (FPL) will provide conduit, cable, and equipment network designs for the conversion of their electric power facilities which will be merged into the consolidated plan set. Kimley-Horn will provide construction plans to supplement the FPL conduit and equipment pad installations. The FPL network designs previously obtained by the Town will be used as a basis for our design.
- The telephone company (AT&T) and the CATV company (Breezeline) will provide schematic plans depicting conduit sizes, conduit locations, pull boxes, and cabinet equipment required to accommodate their new underground facilities. Kimley-Horn will provide construction plans for installing telephone and CATV conduits and pull/splice boxes. The telephone and CATV companies will provide all drawings for their crews to utilize in installing their cable and equipment.
- FPL, AT&T, and Breezeline engineering deposits are not included in our scope or fee and are understood to have been previously paid for by the Town.
- It is understood that the Town is willing to enter into a right-of-way (ROW) agreement with FPL for the installation of FPL facilities within the rights-of-way.
- The project intent is to not impact existing drainage capacity, patterns or flows. As a result, this scope of services does not include drainage design or drainage calculations.
- Maintenance of Traffic (MOT) and dewatering plans, if required, will be provided by the Town's contractor or others.
- It is assumed that the Town will elect the option to perform the electrical equipment and cabling installation and service cut-over for FPL. This will limit FPL's installation activities to setting make-ready poles, limited switching operations, and pole removal. It is assumed that AT&T and Breezeline will install cabling and equipment and perform their own customer cut-overs to the new underground system.

Based on this understanding, our detailed scope of services is provided below.

SCOPE OF SERVICES

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

Area 1 – South – Design Services

Kimley-Horn will conduct site visits to review the field conditions and identify existing meter locations necessary for service routing. Letter notification mailers will be prepared and sent by the Town to affected residents. A design ticket will be called into Sunshine 811 to obtain and review available utility record drawings and data for the project that may impact the design.

Kimley-Horn will engage a surveyor to perform a route of line survey of the public rights-of-way and accessible alleyways/easements. Rim and invert elevations for storm and sanitary utilities will be provided to aid both the design and installation of the proposed improvements. Topographical spot elevations will be shown on 100-foot intervals with additional detail at each intersection. Landscape

areas will be identified, and trees larger than 6-inch in diameter within 4-feet of the edge-of-pavement will be located. The survey will also provide parcel limits within the project area based on plat/property appraiser data, including platted easements.

Kimley-Horn will engage a geotechnical engineer to perform a geotechnical investigation. The investigation will gather data regarding the existing pavement and base thicknesses and provide information to the selected contractor regarding soil conditions that will be encountered on the project. Up to five (5) 15-foot deep standard penetration tests will be performed within the existing roadways to gather the geotechnical and pavement information. This information will be presented in a brief technical report.

Kimley-Horn will engage a subsurface utility exploration company to obtain the locations of a representative number of known utilities. Up to sixty (60) soft-digs will be performed to determine the vertical and horizontal locations of the utilities. This information will be used to assist in routing the proposed conduits.

We will coordinate the design of the underground infrastructure with the associated utility providers to develop the conduit routing plan. If applicable, an equipment location plan will be provided to the communications utility providers to assist them in collocating their equipment with the electric equipment. It is understood that the Town will pay the engineering and design fees assessed by the utility providers directly. Equipment required to support the underground system (transformers, switch cabinets, pedestals, etc.) will be shown on the plans. Service line routes to the individual homes and businesses will be schematically shown so that exact routes can be field coordinated with the property owners by the contractor during construction.

Kimley-Horn will review meter locations and survey to develop a base map. Known and available utility record information will be added to the base map to aid in the coordination of the design efforts. This base map will be provided to the utility providers, if applicable, for use in their network design efforts.

Kimley-Horn's sub-consultant will perform electrical service sizing for customer-owned services in accordance with National Electrical Code requirements. Up to six commercial/customer-owned (6) services will be sized under this task. It is assumed that the electrical utility provider will size all residential, provider-owned services and that these services will be owned and maintained by the provider. Existing underground services will be maintained to the greatest extent practical although it is anticipated that some will need to be replaced. Any necessary permitting through the Town's Building Department will reference the construction documents and be handled by the Town's contractor. Permit drawings for individual properties are not included but can be prepared as an additional service.

It is anticipated that the final construction documents may contain the following information:

- Key Sheet
- General Notes
- Project Layout Sheet
- Electrical Conduit / Equipment Plans
- Communications Conduit / Equipment Plans

- Profiles in Florida Department of Transportation Right-of-Way
- Equipment Details
- Trench and Conduit Details
- Construction / Restoration Details
- Electrical Service Sizing Table
- Landscape Table
- Landscape Details
- Survey
- Technical Specifications

Kimley-Horn will submit deliverables at the following milestones:

- Survey Complete
- Base Map Complete
- Equipment and Conduit Routing Plan Complete

Kimley-Horn will address one (1) round of reasonable comments after Town review of the Equipment and Conduit Routing Plan submittal. During the design process, we will continue to coordinate with the utility providers to ultimately obtain their final network designs and cost estimates. An opinion of probable construction cost for the project will be submitted with the Conduit Routing Plan submittal.

Area 1 – South – Easement Assistance

Kimley-Horn will coordinate with the Town's Project Manager during the easement acquisition process regarding impacted properties. We will research the county Property Appraiser's online records for evidence of existing utility easements that can be reused for this project. Title searches will not be performed. It is assumed that if a title search for easements on a particular property is required, the Town Attorney's office will coordinate and obtain the title search results directly for the Town.

We will develop easement exhibits for use during meetings with property owners to discuss easement requests for the proposed electric and communications equipment. We will attend field meetings led by the Town's Project Manager with those property owners. The purpose of the meetings will be to explain the easement request to the property owner, address questions/concerns that they may have, and work to accommodate any reasonably implementable suggestions they may have related to the placement of equipment on their property. Once a verbal agreement is reached with a property owner for an easement, Kimley-Horn's sub-consultant will provide a legal sketch and description for the proposed easement. Up to fifteen (15) easements will be coordinated under this task.

It is understood that the preparation of letter notices, easement documents (except the legal sketch and description), follow up and acquisition of the executed easement documents, and recording of the final executed easements will be the responsibility of the Town and therefore have not been included in our scope of services.

Area 1 – South – Permitting Assistance

It is anticipated that the following permits will be required for this project from the following agencies:

- Florida Department of Transportation Utility Permit for each utility provider (up to 3 applications)
- Florida Department of Transportation landscaping permit
- Florida Department of Transportation Construction Agreement and Maintenance Memorandum of Agreement

Kimley-Horn will respond to a maximum of one (1) request for additional information from the permitting agencies. Additional revisions in response to subsequent review comments by the Town shall be provided as an additional service. Any significant plan revisions caused by changing agency criteria after our initial design is reviewed, similar factors outside of Kimley-Horn's control, additional meetings, or additional coordination will be considered additional services.

Town right-of-way and building permits, if required for construction, will be obtained by the Town's contractor during construction.

Area 1 – South – Bid Phase Services

Kimley-Horn will prepare the construction documents for bidding by the Town, attend a pre-bid meeting, and respond to requests for clarification during the bidding process. We will review the apparent low bid received and provide a summary memorandum describing the results of the bidding process.

It has been assumed that the Town will prepare the "front end" bidding instructions and contract paperwork. Therefore, the preparation of these items is not included in this scope of services.

Area 2 – Central – Design Services

Kimley-Horn will conduct site visits to review the field conditions and identify existing meter locations necessary for service routing. Letter notification mailers will be prepared and sent by the Town to affected residents. A design ticket will be called into Sunshine 811 to obtain and review available utility record drawings and data for the project that may impact the design.

Kimley-Horn will engage a surveyor to perform a route of line survey of the public rights-of-way and accessible alleyways/easements. Rim and invert elevations for storm and sanitary utilities will be provided to aid both the design and installation of the proposed improvements. Topographical spot elevations will be shown on 100-foot intervals with additional detail at each intersection. Landscape areas will be identified, and trees larger than 6-inch in diameter within 4-feet of the edge-of-pavement will be located. The survey will also provide parcel limits within the project area based on plat/property appraiser data, including platted easements.

Kimley-Horn will engage a geotechnical engineer to perform a geotechnical investigation. The investigation will gather data regarding the existing pavement and base thicknesses and provide

information to the selected contractor regarding soil conditions that will be encountered on the project. Up to five (5) 15-foot deep standard penetration tests will be performed within the existing roadways to gather the geotechnical and pavement information. This information will be presented in a brief technical report.

Kimley-Horn will engage a subsurface utility exploration company to obtain the locations of a representative number of known utilities. Up to sixty (60) soft-digs will be performed to determine the vertical and horizontal locations of the utilities. This information will be used to assist in routing the proposed conduits.

We will coordinate the design of the underground infrastructure with the associated utility providers to develop the conduit routing plan. If applicable, an equipment location plan will be provided to the communications utility providers to assist them in collocating their equipment with the electric equipment. It is understood that the Town will pay the engineering and design fees assessed by the utility providers directly. Equipment required to support the underground system (transformers, switch cabinets, pedestals, etc.) will be shown on the plans. Service line routes to the individual homes and businesses will be schematically shown so that exact routes can be field coordinated with the property owners by the contractor during construction.

Kimley-Horn will review meter locations and survey to develop a base map. Known and available utility record information will be added to the base map to aid in the coordination of the design efforts. This base map will be provided to the utility providers, if applicable, for use in their network design efforts.

Kimley-Horn's sub-consultant will perform electrical service sizing for customer-owned services in accordance with National Electrical Code requirements. Up to six (6) commercial/customer-owned services will be sized under this task. It is assumed that the electrical utility provider will size all residential, provider-owned services and that these services will be owned and maintained by the provider. Existing underground services will be maintained to the greatest extent practical although it is anticipated that some will need to be replaced. Any necessary permitting through the Town's Building Department will reference the construction documents and be handled by the Town's contractor. Permit drawings for individual properties are not included but can be prepared as an additional service.

It is anticipated that the final construction documents may contain the following information:

- Key Sheet
- General Notes
- Project Layout Sheet
- Electrical Conduit / Equipment Plans
- Communications Conduit / Equipment Plans
- Profiles in Florida Department of Transportation Right-of-Way
- Equipment Details
- Trench and Conduit Details
- Construction / Restoration Details
- Electrical Service Sizing Table
- Landscape Table

- Landscape Details
- Survey
- Technical Specifications

Kimley-Horn will submit deliverables at the following milestones:

- Survey Complete
- Base Map Complete
- Equipment and Conduit Routing Plan Complete

Kimley-Horn will address one (1) round of reasonable comments after Town review of the Equipment and Conduit Routing Plan submittal. During the design process, we will continue to coordinate with the utility providers to ultimately obtain their final network designs and cost estimates. An opinion of probable construction cost for the project will be submitted with the Conduit Routing Plan submittal.

Area 2 – Central – Easement Assistance

Kimley-Horn will coordinate with the Town's Project Manager during the easement acquisition process regarding impacted properties. We will research the county Property Appraiser's online records for evidence of existing utility easements that can be reused for this project. Title searches will not be performed. It is assumed that if a title search for easements on a particular property is required, the Town Attorney's office will coordinate and obtain the title search results directly for the Town.

We will develop easement exhibits for use during meetings with property owners to discuss easement requests for the proposed electric and communications equipment. We will attend field meetings led by the Town's Project Manager with those property owners. The purpose of the meetings will be to explain the easement request to the property owner, address questions/concerns that they may have, and work to accommodate any reasonably implementable suggestions they may have related to the placement of equipment on their property. Once a verbal agreement is reached with a property owner for an easement, Kimley-Horn's sub-consultant will provide a legal sketch and description for the proposed easement. Up to fourteen (14) easements will be coordinated under this Task.

It is understood that the preparation of letter notices, easement documents (except the legal sketch and description), follow up and acquisition of the executed easement documents, and recording of the final executed easements will be the responsibility of the Town and therefore have not been included in our scope of services.

Area 2 – Central – Permitting Assistance

It is anticipated that the following permits will be required for this project from the following agencies:

- Florida Department of Transportation Utility Permit for each utility provider (up to 3 applications)
- Florida Department of Transportation landscaping permit
- Florida Department of Transportation Construction Agreement and Maintenance Memorandum of Agreement
- Florida Department of Environmental Protection Environmental Resource Permit

- U.S. Army Corps of Engineers permit and Cultural Resource Assessment Survey
- Miami-Dade County Department of Regulatory and Economic Resources Class I Permit

Kimley-Horn will respond to a maximum of one (1) request for additional information from the permitting agencies. Additional revisions in response to subsequent review comments by the Town shall be provided as an additional service. Any significant plan revisions caused by changing agency criteria after our initial design is reviewed, similar factors outside of Kimley-Horn's control, additional meetings, or additional coordination will be considered additional services.

Kimley-Horn will submit a maximum of one (1) notification package for use of sovereign submerged lands.

Town right-of-way and building permits, if required for construction, will be obtained by the Town's contractor during construction.

Area 2 – Central – Bid Phase Services

Kimley-Horn will prepare the construction documents for bidding by the Town, attend a pre-bid meeting, and respond to requests for clarification during the bidding process. We will review the apparent low bid received and provide a summary memorandum describing the results of the bidding process.

It has been assumed that the Town will prepare the "front end" bidding instructions and contract paperwork. Therefore, the preparation of these items is not included in this scope of services.

Area 3 – North – Design Services

Kimley-Horn will conduct site visits to review the field conditions and identify existing meter locations necessary for service routing. Letter notification mailers will be prepared and sent by the Town to affected residents. A design ticket will be called into Sunshine 811 to obtain and review available utility record drawings and data for the project that may impact the design.

Kimley-Horn will engage a surveyor to perform a route of line survey of the public rights-of-way and accessible alleyways/easements. Rim and invert elevations for storm and sanitary utilities will be provided to aid both the design and installation of the proposed improvements. Topographical spot elevations will be shown on 100-foot intervals with additional detail at each intersection. Landscape areas will be identified, and trees larger than 6-inch in diameter within 4-feet of the edge-of-pavement will be located. The survey will also provide parcel limits within the project area based on plat/property appraiser data, including platted easements.

Kimley-Horn will engage a geotechnical engineer to perform a geotechnical investigation. The investigation will gather data regarding the existing pavement and base thicknesses and provide information to the selected contractor regarding soil conditions that will be encountered on the project. Up to five (5) 15-foot deep standard penetration tests will be performed within the existing roadways to

gather the geotechnical and pavement information. This information will be presented in a brief technical report.

Kimley-Horn will engage a subsurface utility exploration company to obtain the locations of a representative number of known utilities. Up to thirty (30) soft-digs will be performed to determine the vertical and horizontal locations of the utilities. This information will be used to assist in routing the proposed conduits.

We will coordinate the design of the underground infrastructure with the associated utility providers to develop the conduit routing plan. If applicable, an equipment location plan will be provided to the communications utility providers to assist them in collocating their equipment with the electric equipment. It is understood that the Town will pay the engineering and design fees assessed by the utility providers directly. Equipment required to support the underground system (transformers, switch cabinets, pedestals, etc.) will be shown on the plans. Service line routes to the individual homes and businesses will be schematically shown so that exact routes can be field coordinated with the property owners by the contractor during construction.

Kimley-Horn will review meter locations and survey to develop a base map. Known and available utility record information will be added to the base map to aid in the coordination of the design efforts. This base map will be provided to the utility providers, if applicable, for use in their network design efforts.

Kimley-Horn's sub-consultant will perform electrical service sizing for customer-owned services in accordance with National Electrical Code requirements. Up to seventy-five (75) commercial/customer-owned services will be sized under this task. It is assumed that the electrical utility provider will size all residential, provider-owned services and that these services will be owned and maintained by the provider. Existing underground services will be maintained to the greatest extent practical although it is anticipated that some will need to be replaced. Any necessary permitting through the Town's Building Department will reference the construction documents and be handled by the Town's contractor. Permit drawings for individual properties are not included but can be prepared as an additional service.

It is anticipated that the final construction documents may contain the following information:

- Key Sheet
- General Notes
- Project Layout Sheet
- Electrical Conduit / Equipment Plans
- Communications Conduit / Equipment Plans
- Profiles in Florida Department of Transportation Right-of-Way
- Equipment Details
- Trench and Conduit Details
- Construction / Restoration Details
- Electrical Service Sizing Table
- Landscape Table
- Landscape Details

- Survey
- Technical Specifications

Kimley-Horn will submit deliverables at the following milestones:

- Survey Complete
- Base Map Complete
- Equipment and Conduit Routing Plan Complete

Kimley-Horn will address one (1) round of reasonable comments after Town review of the Equipment and Conduit Routing Plan submittal. During the design process, we will continue to coordinate with the utility providers to ultimately obtain their final network designs and cost estimates. An opinion of probable construction cost for the project will be submitted with the Conduit Routing Plan submittal.

Area 3 – North – Easement Assistance

Kimley-Horn will coordinate with the Town's Project Manager during the easement acquisition process regarding impacted properties. We will research the county Property Appraiser's online records for evidence of existing utility easements that can be reused for this project. Title searches will not be performed. It is assumed that if a title search for easements on a particular property is required, the Town Attorney's office will coordinate and obtain the title search results directly for the Town.

We will develop easement exhibits for use during meetings with property owners to discuss easement requests for the proposed electric and communications equipment. We will attend field meetings led by the Town's Project Manager with those property owners. The purpose of the meetings will be to explain the easement request to the property owner, address questions/concerns that they may have, and work to accommodate any reasonably implementable suggestions they may have related to the placement of equipment on their property. Once a verbal agreement is reached with a property owner for an easement, Kimley-Horn's sub-consultant will provide a legal sketch and description for the proposed easement. Up to thirty-three (33) easements will be coordinated under this Task.

It is understood that the preparation of letter notices, easement documents (except the legal sketch and description), follow up and acquisition of the executed easement documents, and recording of the final executed easements will be the responsibility of the Town and therefore have not been included in our scope of services.

Area 3 – North – Permitting Assistance

It is anticipated that the following permits will be required for this project from the following agencies:

- Florida Department of Transportation Utility Permit for each utility provider (up to 3 applications)
- Florida Department of Transportation landscaping permit
- Florida Department of Transportation Construction Agreement and Maintenance Memorandum of Agreement

Kimley-Horn will respond to a maximum of one (1) request for additional information from the permitting agencies. Additional revisions in response to subsequent review comments by the Town shall be provided as an additional service. Any significant plan revisions caused by changing agency criteria after our initial design is reviewed, similar factors outside of Kimley-Horn's control, additional meetings, or additional coordination will be considered additional services.

Town right-of-way and building permits, if required for construction, will be obtained by the Town's contractor during construction.

Area 3 – North – Bid Phase Services

Kimley-Horn will prepare the construction documents for bidding by the Town, attend a pre-bid meeting, and respond to requests for clarification during the bidding process. We will review the apparent low bid received and provide a summary memorandum describing the results of the bidding process.

It has been assumed that the Town will prepare the "front end" bidding instructions and contract paperwork. Therefore, the preparation of these items is not included in this scope of services.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and performed based on proposals approved prior to performance of the additional services. Additional services we can provide include, but are not limited to, the following:

- Street lighting design
- Roadway resurfacing design
- Construction phase services

INFORMATION AND SERVICES PROVIDED BY THE TOWN

We shall be entitled to rely on the completeness and accuracy of all information and services provided by the Town or the Town's consultants or representatives. The Town shall provide all information and services requested by Kimley-Horn during the project, including but not limited to the following:

- Access to the project area
- Utility record information as may be available
- Direct payment of engineering and design fees assessed by the utility providers
- Town Project Manager services to prepare easement letter notices, coordinate easement meetings, attend easement meetings, prepare easement documentation, coordinate the execution of easements, perform title searches (if required), and record easements
- Available boundary surveys on record with the Building Department within the project area

- Agreement with the utility providers to construct the underground infrastructure in the right-of-way
- Agreement with the electrical utility provider to have the Town’s contractor construct conduit, install cabling, install equipment, and convert services to the underground system

SCHEDULE

Kimley-Horn will perform the scope above as expeditiously as practical to meet a mutually-agreed-upon schedule. A tentative timeline is enclosed. Dates and durations are approximate and subject to change.

FEE AND BILLING

Kimley-Horn will perform the Scope of Services for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Town. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Monthly invoices will include a progress report describing the services performed as of the date of the invoice.

Area 1 – South – Design Services	
Meter Locations	\$ 40,808
Record Information	\$ 8,050
Survey	\$ 172,100
Geotechnical Report	\$ 15,685
Utility Locates	\$ 74,490
Utility Provider Coordination	\$ 64,620
Base Map	\$ 50,465
30% Construction Documents	\$ 104,535
60% Construction Documents	\$ 103,819
90% Construction Documents	\$ 91,498
100% Construction Documents	\$ 22,958
Opinion of Cost	\$ 10,472
Area 1 – South – Easement Assistance	\$ 39,800
Area 1 – South – Permitting Assistance	
Applications	\$ 9,143
Comment Response	\$ 6,857
Area 1 – South – Bid Phase Services	\$ 14,800

Area 2 – Central – Design Services	
Meter Locations	\$ 40,808
Record Information	\$ 8,050
Survey	\$ 154,100
Geotechnical Report	\$ 15,685
Utility Locates	\$ 74,330
Utility Provider Coordination	\$ 64,620
Base Map	\$ 52,063
30% Construction Documents	\$ 111,267
60% Construction Documents	\$ 107,398
90% Construction Documents	\$ 101,484
100% Construction Documents	\$ 25,222
Opinion of Cost	\$ 10,473
Area 2 – Central – Easement Assistance	\$ 37,500
Area 2 – Central – Permitting Assistance	
Applications	\$ 78,943
Comment Response	\$ 6,857
Area 2 – Central – Bid Phase Services	\$ 14,800
Area 3 – North – Design Services	
Meter Locations	\$ 27,205
Record Information	\$ 8,050
Survey	\$ 115,700
Geotechnical Report	\$ 15,685
Utility Locates	\$ 40,405
Utility Provider Coordination	\$ 64,620
Base Map	\$ 37,849
30% Construction Documents	\$ 97,684
60% Construction Documents	\$ 93,750
90% Construction Documents	\$ 55,466
100% Construction Documents	\$ 12,013
Opinion of Cost	\$ 10,473
Area 3 – North – Easement Assistance	\$ 88,000
Area 3 – North – Permitting Assistance	
Applications	\$ 9,143
Comment Response	\$ 6,857
Area 3 – North – Bid Phase Services	\$ 14,800
Total Lump Sum Fee	\$2,431,400

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions of the Continuing Services Agreement dated April 2, 2021, which are incorporated by reference. As used in the agreement, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Town" shall refer to the Town of Surfside, Florida.

If you concur in all the foregoing and wish to direct us to proceed with the services, please notify us by providing a purchase order for the scope and fee described above.

We appreciate the opportunity to provide these services to the Town. Please contact me at (561) 840-0843 or brett.johnson@kimley-horn.com if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Kevin Schanen, P.E.
Senior Vice President / Principal



Brett Johnson, P.E.
Project Manager

Enclosure

Tentative Timeline - Design

Area 1 - South												
Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	
Utility Provider Coordination												
Data Collection												
Easement Acquisition												
			Construction Documents									
								Permitting Assistance				
										Bid Phase Services		

Utility Provider Coord.	\$64,620	Construction Documents		Permitting Assistance	Bid Phase	\$14,800
Data Collection		Utility Locates	\$74,490	App.	\$9,143	
Meter Locations	\$40,808	Base Map	\$50,465	Comment	\$6,857	
Record Information	\$8,050	30% Construction Doc.	\$104,535			
Survey	\$172,100	60% Construction Doc.	\$103,819			
Geotechnical Report	\$15,685	90% Construction Doc.	\$91,498			
Easement Assistance	\$39,800	100% Construction Doc.	\$22,958			
		Opinion of Cost	\$10,472			
				Total	\$830,100	

Tentative Timeline - Design

Area 2 - Central														
Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26
Utility Provider Coordination														
Data Collection														
Easement Acquisition														
Construction Documents														
Permitting Assistance														
Bid Phase Services														

Utility Provider Coord.	\$64,620	Construction Documents		Permitting Assistance		Bid Phase	\$14,800
Data Collection		Utility Locates	\$74,330	App.	\$78,943		
Meter Locations	\$40,808	Base Map	\$52,063	Comment	\$6,857		
Record Information	\$8,050	30% Construction Doc.	\$111,267				
Survey	\$154,100	60% Construction Doc.	\$107,398				
Geotechnical Report	\$15,685	90% Construction Doc.	\$101,484				
Easement Assistance	\$37,500	100% Construction Doc.	\$25,222				
		Opinion of Cost	\$10,473				
				Total	\$903,600		

Tentative Timeline - Design

Area 3 - North												
Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26		
Utility Provider Coordination												
Data Collection												
Easement Acquisition												
			Construction Documents									
							Permitting Assistance					
									Bid Phase Services			

Utility Provider Coord.	\$64,620	Construction Documents	Permitting Assistance	Bid Phase	\$14,800
Data Collection		Utility Locates	App.		
Meter Locations	\$27,205	Base Map	Comment	\$9,143	
Record Information	\$8,050	30% Construction Doc.		\$6,857	
Survey	\$115,700	60% Construction Doc.			
Geotechnical Report	\$15,685	90% Construction Doc.			
Easement Assistance	\$88,000	100% Construction Doc.			
		Opinion of Cost			
			Total	\$697,700	

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

Kimley-Horn and Associates, Inc.

Project Name: Utilities Undergrounding Project

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

KIMLEY-HORN AND ASSOCIATES, INC.

Project Name: Utilities Undergrounding 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 ENGINEERING SERVICES** for the Utilities Undergrounding 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 \$2,431,400.

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]