

**RESOLUTION NO. 2024- 3329**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING CONTRACT ADDENDUM #1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN AND KEITH & ASSOCIATES, INC. PERTAINING TO THE ABBOTT AVENUE DRAINAGE IMPROVEMENT PROJECT; AUTHORIZING EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on October 11, 2023, pursuant to Section 287.055, Florida Statutes ("CCNA"), the Town of Surfside ("Town") issued Request for Qualifications No. 2023-06 (the "RFQ") seeking, among other things, continuing engineering services; and

**WHEREAS**, pursuant to Town Resolution 2024-3274, the Town Commission selected Keith & Associates, Inc. a/k/a Keith Engineering ("Contractor") to perform engineering services for the Town; and

**WHEREAS**, pursuant to Town Resolution 2021-2758, the Town Commission awarded Contractor with a contract to perform design and engineering professional services ("Services") for the Abbott Avenue drainage improvement project ("Project"); and

**WHEREAS**, pursuant to Town Resolution 2024-3298, the Town Commission awarded Ric-Man Int'l, Inc. ("Construction Contractor") with a contract to construct the Project designed by Contractor; and

**WHEREAS**, the Town now seeks to supplement the Services provided by Contractor to include post design work related to the Services, mechanical and electrical engineering design services and construction/project management services to Construction Contractor ("Supplemental Services"), as described in Contract Addendum CA#1, attached hereto as Exhibit "A" (the "Agreement"), in the amount of \$274,852.00 + reimbursables; and

**WHEREAS,** the Town Commission finds that the proposed Supplemental Services, as set forth in the Agreement, are awardable to Contractor in accordance with Town Resolution 2024-3274, the Town's competitive bidding requirements and applicable Florida law; and

**WHEREAS,** the Town Commission desires to approve the Agreement with the Contractor, in substantially the form attached hereto as Exhibit "A," and authorize the expenditure of funds for the Supplemental Services; and

**WHEREAS,** the Town Commission finds that this Resolution is in the best interest and welfare of the residents 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 and Authorization of Agreement.** The Town Commission hereby approves the Agreement with the Contractor, in substantially the form attached hereto as Exhibit "A". The Town Commission finds that the Supplemental Services provided under the Agreement are in accordance with Town Resolution 2024-3274, satisfy the Town's competitive bidding requirements, and applicable Florida law.

**Section 3. Implementation.** The Town Commission hereby authorizes the Town Manager to execute the Agreement with the Contractor, in substantially the form attached hereto as Exhibit "A", together with such non-substantive changes as may be approved by the Town Manager, subject to approval by the Town Attorney as to form and

legal sufficiency, and to take any action which is reasonably necessary to implement the purposes of this Resolution and the Agreement.

**Section 4. Authorization to Expend Funds.** The Town Manager is authorized to expend funds in an amount not to exceed \$275,000.00 + reimbursables under the Agreement.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 10<sup>th</sup> day of September, 2024.

Motion By: Commissioner Velasquez

Second By: Vice Mayor Paul

**FINAL VOTE ON ADOPTION:**

|                                  |            |
|----------------------------------|------------|
| Commissioner Ruben A. Coto       | <u>Yes</u> |
| Commissioner Nelly Velasquez     | <u>Yes</u> |
| Commissioner Gerardo Vildostegui | <u>Yes</u> |
| Vice Mayor Tina Paul             | <u>Yes</u> |
| Mayor Charles W. Burkett         | <u>Yes</u> |

**ATTEST:**

  
Sandra N. McCready, MMC  
Town Clerk

  
Charles W. Burkett, Mayor

  
**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

  
Mark Blumstein.  
Town Attorney

## **CONTRACT ADDENDUM CA#1**

Revised  
August 19, 2024

Andre Eugent, MSCM  
Capital Improvement Projects Director  
Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154  
Phone (305) 861-4863 Ext. 305

Project Name: Abbott Avenue Drainage  
Improvements – Phase 2; **Post Design /  
Construction Engineering and Inspection  
Services (CEI)**  
Project Location: Abbott Avenue  
Surfside, Florida 33154  
KEITH Project Number: 11494.01  
**Contract Addendum: #1**

## **BACKGROUND**

On September 30, 2021, KEITH was issued PO# FY22-00053, for Abbott Avenue Drainage Improvements – Phase 2, by the Town of Surfside's (TOWN) management board for the design and permitting services for Abbott Avenue Drainage Improvements project. The Agreement covered the scope of services as outlined in KEITH proposal dated October 15, 2021 for Abbott Avenue Drainage Improvements – Phase 2. KEITH has completed the scope of services items outlined in the above referenced agreement. The Town of Surfside let for bid the construction plans prepared by KEITH and awarded the construction contract to a building contractor (CONTRACTOR) and is in the process of executing an agreement with the successful bidder.

The Town of Surfside requested CONSULTANT (KEITH) to supply Post Design / CEI Services for the Abbott Avenue Drainage Improvements – Phase 2.

**Project Location:**

# 91ST AND 92ND STREET TOWN OF SURFSIDE, FLORIDA

SITE LOCATION



**LOCATION MAP**  
SECTION 35, TOWNSHIP 52 S, RANGE 42 E



## **DESCRIPTION OF ENGINEERING SERVICES**

Engineering services requested by the TOWN of CONSULTANT (KEITH):

### **POST DESIGN SERVICES**

#### **Task 408**

##### **Team Meetings and Meetings with Government Agencies / Permit Authorities**

KEITH will coordinate, prepare for and attend meetings with Government Agencies, including Engineering, and Utility representatives, and coordinate with applicable State and County Agencies required for final permit and submittals.

##### **Civil Engineering Design**

In coordination with the Town's management team, the plans depict two (2) stormwater pump stations with six (6) drainage wells, connected with a force main that has an overflow discharge to tidal water. Three (3) drainage wells are proposed along Abbott Avenue between 91<sup>st</sup> street and 92<sup>nd</sup> street, two (2) drainage wells along 92<sup>nd</sup> street and one (1) drainage well along 91<sup>st</sup> street, with the stormwater overflow pipe discharging along 92<sup>nd</sup> street towards the existing outfall located at the west end of such street facing the Biscayne Bay.

##### **Deliverables:**

1. Three (3) original sets of the complete and revised design package (24" x 36" plan sheets), together with one (1) electronic copy.
2. One (1) copy of the specifications.
3. One (1) copy of summary of permits status.

##### **Bidding Services**

Assist TOWN during the pre-bid and procurement phase and contract execution phase. This assistance consists of:

1. Prepare bid and construction documents (plans and technical specifications) in TOWN approved format, including incorporating the TOWN's front-end documents.
2. Issue technical addenda(s) and/or responses to questions for clarification as necessary during the Post Design Phase.
3. Evaluation of the bids received (including written recommendation of contract award to the Town).

##### **Engineering Permitting Services**

KEITH will attend required permit application meetings with agencies having jurisdiction over the facilities designed by KEITH, and prepare and submit the permit applications for the construction of the following improvements and process them through the following regulatory agencies:

##### **Stormwater System**

- U.S. Army Corps of Engineers (USACOE) (if required).
- Florida Department of Transportation (FDOT) (if required).
- Florida Department of Environmental Protection (FDEP) (if required).
- Miami-Dade County Department of Environmental Resource Management (DERM) – Water Control Section.
- Town Engineering and Public Works Departments.



## **Pavement Markings and Signage**

- Town Engineering and Public Works Departments.

If additional permits are required, KEITH will process them and the fees for these additional services will be submitted to the TOWN as additional services under a contract addendum if required.

### **Deliverables**

1. Permit applications and submittal documents required for above listed regulatory agencies for the listed project improvements.

## **MECHANICAL AND ELECTRICAL ENGINEERING DESIGN SERVICES (SUBCONSULTANT)**

### **Task 505**

#### **Mechanical**

Design of proper mechanical elements such as ventilation including fans and louvers for each control structure. Ventilation requirements will be determined based on Mechanical Florida Building Code and will consider all equipment located inside pump housing structure.

Each Task (location) will be issued as one permit package. Both stations will be designed in parallel and submitted for permit simultaneously.

#### **Electrical**

Electrical components design revisions according to National Electrical Code (NEC) and Miami Dade Standards. Each station will include providing power for new pumps, a Control Panel as per Miami Dade standards, a Remote Terminal Unit (RTU) with radio and antenna. RTU to be compatible with Town's Master Station. Each location design will include a connection for a portable standby generator along with an Automatic Transfer Switch properly sized to handle station load and to comply with NFPA requirements. Each station will include sensors (ultrasonic and/or radar) connected to RTU. Design will include coordination with FPL service availability (to be determined) as well as available fault current to properly specify equipment short circuit rating. Additional coordination with the pump stations manufacturer is required. All mechanical and electrical design will comply with Miami-Dade County and Town of Surfside standards.

#### **Revised Mechanical and Electrical Construction Documents**

Completion of revised design ready for permit plans. Develop Technical Specifications applicable to project scope addendum. The entire package will include digitally signed and sealed plans revised permit set.



## **CONSTRUCTION / PROJECT MANAGEMENT SERVICES**

### **Task 801**

The CONSULTANT and the team of subconsultants (KEITH Team) shall provide construction engineering services in order to review the integrity of the design intent and certify to the TOWN and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits. Services included are described as follows and are anticipated to take twelve (12) months:

#### **Shop Drawing Reviews**

The KEITH Team shall review shop drawings, samples, and calculations, which the selected CONTRACTOR is required to submit for review. This review will only be for conformance with the design concept of the project and compliance with the information provided on the design drawings and specifications. Such review will not extend to methods, means, techniques, construction sequence(s) or procedures, or to safety precautions and related programs. KEITH shall also determine the acceptability, subject to TOWN approval, of substitute materials and equipment proposed by CONTRACTOR.

#### **Construction Engineering Inspections (Periodic Site Visits and Construction Observation)**

The KEITH Team shall visit the Project at intervals appropriate to the various stages of construction, as KEITH deems necessary. Project inspections will be to observe as an experienced and qualified design professional to review the progress and quality of the various aspects of the CONTRACTOR's work. KEITH shall coordinate and attend one (1) Pre-construction Meeting. If required by the TOWN, KEITH shall attend or participate in TOWN scheduled coordination and progress meetings or telephone conferences. These services will be invoiced on a time and material basis in accordance with our Professional Service Fee schedule (attached). Re-tests and failed inspections will be invoiced based on this same Fee schedule.

The KEITH Team will assist with the review of documentation of the contract quantities and certification of Contractor's pay applications.

#### **Mechanical / Electrical:**

The Subconsultant shall attend start-up of pumps and pump station controls. All tests to be performed by CONTRACTOR and manufacturers.

#### **As-builts Review**

The KEITH Team will review the record drawings (as-builts) to ensure substantial conformance to the approved plans. The KEITH Team will only review and reject any particular as-built plans set a maximum of two (2) times, any additional review will be considered additional services. The CONTRACTOR will be expected to have the as-builts revised in accordance with all comments.

#### **Final Inspections**

The KEITH Team shall participate, with the TOWN's representative, in a semi-final inspection for the purpose of determining if the project is substantially complete and participate in the preparation of a written "Punch List" of all incomplete, defective or deficient items. Upon notice from the TOWN, participate in a final inspection together with TOWN and CONTRACTOR representatives to assure that all "Punch List" items are complete, and the work is indeed completed in accordance with all contract documents. Upon completion of the final inspection, certify, in writing, that the work in-place is acceptable, subject to any conditions therein expressed. This service is anticipated to be one (1) inspection, additional inspection(s) will be invoiced based on the attached Fee schedule.

#### **Issue Clarifications**

The KEITH Team shall issue all instructions and revisions of the TOWN to CONTRACTOR; issue necessary interpretations and clarifications of the contract documents; have authority, as the Town's representative to





require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there under, and make decisions on all claims of the TOWN and CONTRACTOR relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

#### **Construction Meetings and Conference Calls**

The KEITH Team shall attend, moderate the bi-weekly meetings, and prepare meeting minutes and or participate in project meetings and conference calls as requested by the TOWN. KEITH shall review requests for information prepared by the CONTRACTOR and respond accordingly to all parties. KEITH will prepare drawings supplemental information needed to address the CONTRACTOR's request for information.

#### **Final Certification**

The KEITH Team will prepare final certification to all appropriate permitting agencies utilizing record drawings for the design from the survey information supplied by the CONTRACTOR, or by other means agreed to by both KEITH and TOWN.

Note: It is the CONTRACTOR's responsibility to coordinate through KEITH the scheduling of testing. KEITH shall represent the TOWN in performing periodic observation of construction as necessary to confirm construction is in accordance with the approved plans.

The Construction Engineering and Certification for the work is for an anticipated period of two (2) months beyond the construction completion date for certifications.

Note: Construction-related surveying (stakeout, as-built plans, etc.) and testing (densities, concrete, LBR'S, etc.) services are not included in this Agreement.

### **Schedule**

Table 1 Schedule Estimate of Engineering Services

| TASK     |   | DURATION  |
|----------|---|-----------|
| Task 408 | POST DESIGN SERVICES  | 1 Month   |
| Task 505 | MECHANICAL AND ELECTRICAL ENGINEERING DESIGN SERVICES (SUBCONSULTANT) | 1 Month   |
| Task 801 | CONSTRUCTION / PROJECT MANAGEMENT SERVICES                            | 12 Months |



### Compensation

Compensation for the work described in this Work Authorization, shall be as outlined in the table below. CONSULTANT will submit monthly invoices based on the percentage of work completed in accordance with the terms and conditions of the Agreement for Professional Services between the Town of Surfside and KEITH. For invoice purposes only, the value of each task is as shown in Table 2.

Table 2 Budget Estimate of Engineering Services

| TASK     |   | FEE                               |
|----------|---|-----------------------------------|
| Task 408 | POST DESIGN SERVICES  | \$20,300.<br>(Lump Sum)           |
| Task 505 | MECHANICAL AND ELECTRICAL ENGINEERING DESIGN SERVICES (SUBCONSULTANT) | \$4,552.<br>(Lump Sum)            |
| Task 801 | CONSTRUCTION / PROJECT MANAGEMENT SERVICES                            | \$250,000.00<br>(Hourly/Estimate) |

**Total Fee**

**\$274,852 + Reimbursables**

*\*NOTE: The above "(Hourly/Estimate)" project task fees are based on the durations listed in the Project Schedule above. If the Task scheduled durations exceed the estimated time listed in the Project Schedule above, the "(Hourly/Estimate)" fee will increase proportionally. This work will be billed in accordance with KEITH current Professional Service Fee Schedule. If the billing reaches 75% of the estimated fee, an additional contract addendum will be submitted to the CLIENT.*

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT  
KEITH

\_\_\_\_\_  
Stephen D. Williams, PE  
Vice President of Civil Engineering  
DATED: \_\_\_\_\_

As to CLIENT  
Town of Surfside

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
DATED: \_\_\_\_\_



# KEITH PROPOSAL FEES

| Our Project/Proposal Number             |  | 11494.01 CA1           |                       | Abbott Avenue Drainage Improvements – Phase 2; Post Design / Construction Engineering and Inspection Services (CEI) |                         |                  |                    | Estimated Hours<br>Task Subtotals | Task Amounts<br>used in Proposal |
|---|--|------------------------|-----------------------|---|-------------------------|------------------|--------------------|-----------------------------------|----------------------------------|
| Proposal Date                           |  | Rev 8/19/2024          |                       |   |                         |                  |                    |                                   |                                  |
| Tasks                                   |  | Sr. Project<br>Manager | Project<br>Manager II | Design<br>Engineer III  | Construction<br>Manager | RPR Inspector II | Admin<br>Assistant |                                   |                                  |
| Task<br>No.                             | Description  | \$249.98               | \$177.00              | \$132.75  | \$191.75                | \$118.00         | \$73.75            |                                   |                                  |
| 408                                     | Post Design Services (KEITH) - Lump Sum  | 40                     | 40                    | 16  |                         |                  | 16                 | \$ 20,383.20                      | \$ 20,300.00                     |
| 505                                     | Post Design Services (MEP Subconsultant) - Lump Sum  |                        | 13                    | 15  |                         |                  | 4                  | \$ 4,587.25                       | \$ 4,552.00                      |
| 801                                     | CONSTRUCTION / PROJECT MANAGEMENT SERVICES<br>(KEITH & Subconsultants) (Estimate - Hourly) | 58                     | 116                   | 128   | 360                     | 1040             | 120                | \$ 252,622.84                     | \$ 250,000.00                    |
|   | (RPR 52 wks Construction -20 hrs / wk)   |                        |                       |   |                         |                  |                    |                                   |                                  |
| Personnel Hours                         |  | 98                     | 169                   | 159   | 360                     | 1040             | 140                | \$ 277,593.29                     | \$ 274,852.00                    |
| Personnel Cost                          |  | \$ 24,498.04           | \$ 29,913.00          | \$ 21,107.25  | \$ 69,030.00            | \$ 122,720.00    | \$ 10,325.00       |                                   |                                  |
| Personnel Subtotal                      |  | \$ 274,852.00          |                       |   |                         |                  |                    |                                   |                                  |
| Test Holes - Pervious (\$290.00/each)   |  |                        |                       |   |                         |                  |                    |                                   |                                  |
| Test Holes Subtotal                     |  | \$ -                   |                       |   |                         |                  |                    |                                   |                                  |
| Test Holes - Impervious (\$440.00/each) |  |                        |                       |   |                         |                  |                    |                                   |                                  |
| Test Holes Subtotal                     |  | \$ -                   |                       |   |                         |                  |                    |                                   |                                  |
| Printing / Courier Expenses (NTE)       |  |                        |                       |   |                         |                  |                    |                                   |                                  |
| Miscellaneous Expenses                  |  | \$ -                   |                       |   |                         |                  |                    |                                   |                                  |
| Direct Expenses (Estimate)              |  | \$ 10,000.00           |                       |   |                         |                  |                    |                                   |                                  |
| GRAND TOTAL                             |  | \$ 284,852.00          |                       |   |                         |                  |                    |                                   |                                  |