

**RESOLUTION NO. 2026-3490**

**A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AMENDMENT #3 TO THE DUNE RESILIENCY AND BEAUTIFICATION AGREEMENT WITH KIMLEY HORN & ASSOCIATES, INC. FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE AMENDMENT #3 TO THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 287.055, Florida Statutes, on October 11, 2023, the Town of Surfside (the "Town") issued Request for Qualifications No. 2023-06 ("RFQ") requesting qualifications from professional architectural, engineering, landscape architectural, and/or surveying and mapping services to provide, among other services, professional engineering and construction services with respect to various Town projects and assignments ("Services"); and

**WHEREAS**, Kimley Horn & Associates, Inc. ("Consultant") is one of the firms qualified to perform the Services and agreed to provide the following services, specifically: construction services; and

**WHEREAS**, the Town entered into a Continuing Services Agreement with Consultant dated April 2, 2021 which was competitively procured through the RFQ; and

**WHEREAS**, on March 16, 2023, the Town approved a project agreement with Consultant for engineering services to design the Town's Dune resiliency and beautification project ("Project Agreement"); and

**WHEREAS**, the design was completed and permitted in 2025 and went out for bidding in 2026; and

**WHEREAS**, the Town now seeks to amend the Project Agreement to include additional professional services consisting of Limited Construction Phase Services involving Construction Engineering (“Engineer of Record Services”) in an amount not to exceed \$25,770.00 (“Amendment”); and

**WHEREAS**, the Consultant has provided a proposed Amendment in the form attached hereto as Exhibit “A”; and

**WHEREAS**, the Town Commission finds that approval of the Amendment between the Town and Consultant for the Engineer of Record Services, substantially in the form attached hereto as Exhibit “A,” is in the best interest of the Town.

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

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Approval of Amendment.** The Amendment for Engineer of Record Services between the Town and Consultant, in substantially the form attached hereto as Exhibit “A,” together with such non-material changes as may be acceptable as to form and legality by the Town Attorney, is approved.

**Section 3. Authorization to Execute Amendment.** The Town Manager is authorized to execute the Amendment with Consultant on behalf of the Town, and to execute any documents or amendments related thereto, subject to the approval as to form and legality by the Town Attorney.

**Section 4. Implementation by Town Officials.** The Town Manager and/or Town Officials are authorized to take all action necessary to implement the terms and conditions of the Continuing Services Agreement and this Resolution.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** on this 10<sup>th</sup> day of March, 2026.

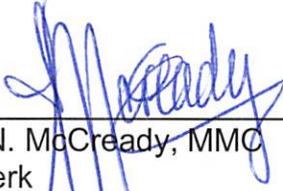
Motion By: Commissioner Velasquez

Second By: Commissioner Coto

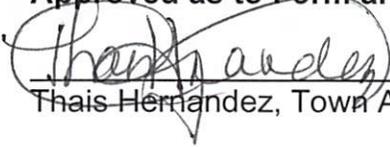
**FINAL VOTE ON ADOPTION:**

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>Absent</u>

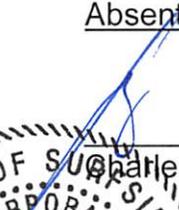
**Attest:**

  
\_\_\_\_\_  
Sandra N. McCready, MMC  
Town Clerk

**Approved as to Form and Legal Sufficiency**

  
\_\_\_\_\_  
Thais Hernandez, Town Attorney



  
\_\_\_\_\_  
Charles W. Burkett, Mayor

**AMENDMENT #3 TO PROJECT AGREEMENT BETWEEN TOWN OF SURFSIDE AND  
KIMLEY-HORN REGARDING  
DUNE RESILIENCY AND BEAUTIFICATION PROJECT**

The Town of Surfside has requested an Amendment to the above referenced project as provided for in the Agreement between the Town of Surfside and Kimley-Horn and Associates, Inc. and approved by the Town of Surfside on March 16, 2023.

This Amendment #3 provides construction services as requested by the Town of Surfside.

Payment for such services shall be in accordance with the existing Agreement.

<u>Kick-Off Meeting</u>	
<b>Lump Sum</b>	<b>\$5,000.00</b>
<u>Topographic Survey</u>	
<b>Lump Sum</b>	<b>\$22,000.00</b>
<u>Construction Plans</u>	
<b>Lump Sum</b>	<b>\$62,500.00</b>
<u>Permit Coordination</u>	
<b>Lump Sum</b>	<b>\$22,000.00</b>
 <b>Total Lump Sum Labor Fee</b>	 <b>\$111,500.00</b>
 <b>Amendment # 1 Fees</b>	
<u>RAI Compliance - Subs</u>	
JJ Marine and Environmental, Inc	\$1,250.00
Coastal Technology Corporation	\$23,465.00
<b>Total Lump Sum</b>	<b>\$24,715.00</b>
 <b>Amendment # 2 Fees</b>	
<u>Additional Professional Services</u>	
Additional Civil Engineering Services	\$6,500.00
Limited Bidding Assistance	\$3,250.00
<b>Total Lump Sum</b>	<b>\$9,750.00</b>
 <b>Amendment # 3 Fees</b>	
<u>Additional Professional Services</u>	
Limited Construction Phase Services	\$25,770.00
<b>Total Lump Sum</b>	<b>\$25,770.00</b>

Total Lump Sum Original Work Authorization Labor Fee	\$111,500.00
Total Lump Sum Amendment # 1 Fee	\$24,715.00
Total Lump Sum Amendment # 2 Fee	\$9,750.00
<b>Total Lump Sum Amendment # 3 Fee</b>	<b>\$25,770.00</b>
<b>Total Overall Work Authorization Fee</b>	<b>\$171,735.00</b>

TOWN:

Town of Surfside, FLORIDA  
through its Town Manager

BY \_\_\_\_\_  
**Town Manager**

\_\_\_\_\_ day of \_\_\_\_\_, 2025

Notice to Proceed \_\_\_ Yes \_\_\_ No

Project Initiation Date \_\_\_\_\_

\_\_\_\_\_  
**Stefano Viola, P.E.**  
**Kimley-Horn**

\_\_\_\_\_ day of \_\_\_\_\_, 2025

## Exhibit A

### Project Description

This amendment is to cover the costs of Construction Phase Services (CPS) as requested by the Town of Surfside.

### Scope of Services

#### Limited Construction Phase Services

**\$25,770.00**

Kimley-Horn will provide the construction phase services specifically stated below:

**Pre-Construction Conference.** Kimley-Horn will attend a Pre-Construction Conference prior to commencement of construction activity.

**Visits to Site and Observation of Construction.** Kimley-Horn will visit the site on average twice a week in order to observe the progress of the work. The anticipated duration of the project is 4 months, which totals a maximum of thirty-two (32) site visits. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep Client informed of the general progress of the work. Personnel performing site visits shall be familiar with the requirements of the Contract Documents and skilled and experienced in evaluating conformance of construction with Drawings and Specifications and with codes, laws and ordinances.

Kimley-Horn will not supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

**Recommendations with Respect to Defective Work.** Kimley-Horn will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of its observations, Kimley-Horn believes that such work will not produce a completed Project that generally conforms to the Contract Documents.

**Clarifications and Interpretations.** Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents prepared as part of Kimley-Horn's basic services. Any orders authorizing variations from the Contract Documents will be made by Client. Interpretations and decisions of the Kimley-Horn shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings.

**Change Orders.** Kimley-Horn may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

**Shop Drawings and Samples.** Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Kimley-Horn shall perform the review of Shop Drawings and Samples and other data which Contractor is required to submit in a prompt and timely manner so as not impede the Contractor's progress in performing the work.

**Substitutes and "or-equal."** Kimley-Horn will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.

**Inspections and Tests.** Kimley-Horn may require special inspections or tests of Contractor's work as Kimley-Horn deems appropriate and may receive and review certificates of inspections within Kimley-Horn's area of responsibility or of tests and approvals required by laws or the Contract Documents. Kimley-Horn's review of certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Kimley-Horn shall be entitled to rely on the results of such tests.

**Disagreements between Client and Contractor.** Kimley-Horn will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Kimley-Horn shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith.

**Applications for Payment.** Based on its observations and on review of applications for payment and supporting documentation, Kimley-Horn will determine amounts that Kimley-Horn

recommends Contractor be paid. Such recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Kimley-Horn's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

**Substantial Completion.** Kimley-Horn will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items except for those identified on a final punch list. The punch list shall be prepared by Client and Kimley-Horn unless Client directs otherwise. Upon direction from Client, the Kimley-Horn shall prepare and sign a certificate of substantial completion in form and substance reasonably acceptable to Client.

**Final Notice of Acceptability of the Work.** Kimley-Horn will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn.

**Total Lump Sum**

**\$25,770.00**

# **PROJECT AGREEMENT**

Between

**TOWN OF SURFSIDE, FL**

And

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

Project Name: Dune Resiliency and Beautification Project

## **PROJECT AGREEMENT**

Between

TOWN OF SURFSIDE, FL

And

KIMLEY-HORN AND ASSOCIATES, INC.

Project Name: Dune Resiliency and Beautification Project

Subject to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to as the "Continuing Services Agreement") between the TOWN OF SURFSIDE, FL (hereinafter referred to as "Town") and KIMLEY-HORN AND ASSOCIATES, INC., (hereinafter referred to as "Consultant") dated April 2, 2021, which Continuing Services Agreement was competitively procured through Request For Qualifications (RFQ) No. 2020-06 in accordance with Section 287.955, Florida Statutes, this Project Agreement is made effective as of the 16 day of March, 2023, and authorizes the Consultant to provide the services as set forth below:

### **SECTION 1. SCOPE OF SERVICES**

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

1.2 The Town may request changes that would increase, decrease, or otherwise modify the scope of services outlined under the Project Scope of Services and Schedule, attached hereto as Exhibit "A." Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

### **SECTION 2. DELIVERABLES**

2.1 As part of the scope of services and project schedule, the Consultant shall provide the Town the Deliverables identified in the Project Scope of Services and Schedule, attached hereto as Exhibit "A."

### **SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE**

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Town Manager, in his sole discretion, may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the Town Manager.

3.2 **Commencement.** Services provided by the Consultant under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed ("Commencement Date") provided to the Consultant by the Town. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed. Consultant must receive written notice from the Town Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notice to Proceed, the Consultant shall provide services to the Town on the Commencement Date, and shall continuously perform services to the Town, without interruption, in accordance with the time frames set forth in the "Scope of Services and Project Schedule", a copy of which is attached and incorporated into this Agreement as Exhibit "A". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

#### **SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION**

4.1 **Compensation.** Consultant shall be compensated for the provision of the Services in accordance with Exhibit "A" attached hereto. Consultant shall receive a lump sum fee of \$111,500.00

4.2 **Reimbursable Expenses.** The following expenses are reimbursable and will be billed at 1.1 x actual cost to cover administrative processing: Travel and accommodations, long distance telephone calls, , facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the Town.

#### **SECTION 5. BILLING AND PAYMENTS**

##### **5.1 Invoices**

5.1.1. **Compensation and Reimbursable Expenses.** Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule attached hereto as Exhibit "A", attached hereto and made part of this Agreement. Invoices for each phase shall not exceed amounts allocated to said phase plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2. **Florida Prompt Payment Act.** The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town within five (5) working days of the date of the Town's notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the Town becomes credibly informed that any representations of the Consultant, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.4 **Retainage.** The Town reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the Consultant until the project is completed. Said retainage may be withheld at the sole

discretion of the Town and as security for the successful completion of the Consultant's duties and responsibilities under the Project Agreement.

5.5 **Final Payment.** Submission to the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of all claims against the Town by the Consultant.

## **SECTION 6. TERMINATION/SUSPENSION**

6.1 **For Cause.** This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, the Consultant shall indemnify the Town against any loss pertaining to this termination. In the event that the Consultant is terminated by the Town for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days' written notice to the Consultant. In the event of such termination a termination, the Consultant shall incur no further obligations in connections with the Project and shall, to the extent possible terminate any outstanding subconsultant obligation. The Consultant shall be compensated for all services performed to the satisfaction of the Town and reimbursable expenses incurred prior the date of termination. In such event, the Consultant shall promptly submit to the Town its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 5.1. Under no circumstances shall the Town make payment of profit to the Consultant for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, a copy of all work product of the Consultant shall become the property of the Town and the Consultant shall within ten (10) working days of receipt of written direction from the Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Upon the Town's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the Town.

6.4 **Suspension for Convenience.** The Town shall have the right at any time to direct the Consultant to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the Town the Consultant shall immediately comply with same. In the event the Town directs a suspension of performance as provided herein, through no fault of the Consultant, the Town shall pay the Consultant as full compensation for such suspension the Consultant's reasonable cost, actually incurred and paid, of demobilization and remobilization.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Project Agreement to be executed the day and year as first stated above

**TOWN:**

TOWN OF SURFSIDE, FLORIDA, a  
Florida Municipal Corporation

**ATTEST:**

  
\_\_\_\_\_  
TOWN CLERK

By:   
\_\_\_\_\_  
Hector Gomez, Acting Town Manager

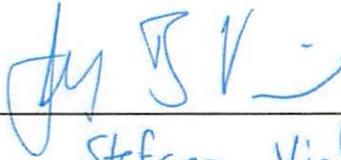
Date: 3/16/2023

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

  
\_\_\_\_\_  
TOWN ATTORNEY

**CONSULTANT:**

KIMLEY-HORN AND ASSOCIATES, INC.

By:   
\_\_\_\_\_  
Name: Stefano Viola  
Title: Vice President  
Date: 3/28/23

**WITNESSES:**

  
\_\_\_\_\_  
Print Name: Matt Brosman

  
\_\_\_\_\_  
Print Name: Angelo Sciabarassi

**EXHIBIT "A"**

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

**[TO BE INSERTED]**

## Exhibit A



January 24, 2023

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

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

Dear Mr. Gomez:

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

### **Project Understanding**

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

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

### **Scope of Services**

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

#### **TASK 1 – KICK OFF MEETING**

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

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

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

## Exhibit A



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

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

### **TASK 2 – TOPOGRAPHIC SURVEY**

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

#### **General:**

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

#### **Horizontal and Vertical Data:**

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

#### **Horizontal and Vertical Control:**

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

#### **Data Collection:**

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

### **TASK 3 – CONSTRUCTION PLANS**

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

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

## Exhibit A



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

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

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

### **TASK 4 – PERMIT COORDINATION**

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

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

## Exhibit A



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

### Additional Services

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

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

### Schedule

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

### Fee and Billing

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

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

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

### Closure

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

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

Very truly yours,

Stefano Viola, P.E.  
Vice President

Matt Brosman, P.E.  
Project Manager