

RESOLUTION NO. 2026-3563

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PROPOSAL AND PROJECT AGREEMENT WITH R.E. CHISHOLM ARCHITECTS, INC. PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES RELATED TO THE BAYFRONT STREET-END IMPROVEMENT PROGRAM; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town wishes to retain the services of R.E. Chisholm Architects, Inc. (the "Consultant") for professional architectural and engineering services, in accordance with the Continuing Services Agreement effective September 2, 2025, for such services (the "CSA"); and

WHEREAS, in accordance with the provisions of the CSA, the Consultant has provided a proposal to provide professional architectural and/or engineering services for the Bayfront Street-End Improvement Program, attached hereto as Exhibit "A" ("Proposal"), and the Town and Consultant have agreed to enter into a specific Project Agreement (the "Project Agreement") attached hereto as Exhibit "B", authorizing the Consultant to provide the services as detailed in the Proposal (the "Services"); and

WHEREAS, the Proposal and Project Agreement, attached hereto as Exhibits "A" and "B", respectively, provide for a scope of services detailing the Services to be provided by the Consultant, as well as a schedule for the performance and compensation for the Services for a total lump sum fee of \$39,050; and

WHEREAS, pursuant to the CSA, the Town Commission wishes to approve the Proposal attached hereto as Exhibit "A" and the Project Agreement attached hereto as

Exhibit "B", in substantially the form attached, and authorize the expenditure of such funds; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the Town.

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

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Proposal and Project Agreement. The Proposal attached hereto as Exhibit "A" and the Project Agreement for the Services with the Consultant, in substantially the form attached hereto as Exhibit "B", are hereby approved.

Section 3. Authorization. The Town Manager is hereby authorized to execute the Project Agreement attached hereto as Exhibit "B" with the Consultant for the Services and subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency. The Town Manager is further authorized to expend funds in an amount not to exceed \$39,050.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Project Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 3rd day of September, 2026

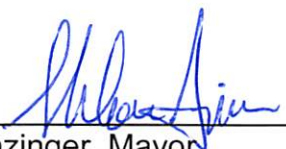
Motion By: Commissioner Vildostegui

Second By: Commissioner Weingot

Exhibit "B" to the

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani	<u>Yes</u>
Commissioner Gerardo Vildostegui	<u>Yes</u>
Commissioner Dovid Weingot	<u>Yes</u>
Vice Mayor Dayana Benmergui	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>



Shlomo Danzinger, Mayor

ATTEST:


Deputy 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



August 25, 2026

Ms. Kristina Brown
Procurement and Grant Specialist
Public Works and Capital Projects Department
Town of Surfside

via email: progrant@townofsurfside.gov

PROPOSAL: **Bayfront Street-End Improvement Program**
 Phase I - Existing Conditions, Security Review & Prioritization
 Town of Surfside, Florida

Dear Ms. Brown:

As per your request, we are pleased and grateful for the opportunity to provide the following professional services proposal for your review and consideration.

R.E. Chisholm Architects, Inc. (REC) proposes to provide the services identified below for the project entitled "**Town of Surfside-Bayfront Street-End Program**" pursuant to our Professional Service Agreement with the Town of Surfside for Continuing Services Agreement dated **September 2, 2025**.

I. FIRM BACKGROUND

R.E. Chisholm Architects, Inc. (REC), was originally established in 1982 as a sole proprietorship and formally incorporated in 1989. During the past 44 years, the Firm has maintained an excellent standing in the South Florida community, the State of Florida, and the United States.

The Firm trademark has been and continues to be, the provision of Service Excellence to our clients and our ability and flexibility to integrate today's complex environment into functional designs that meet or exceed our clients' needs and expectations. We are particularly focused on a comprehensive approach to design solutions that integrate design and constructability while working closely with our clients, governmental jurisdictions, and others to ensure a smooth and efficient process for all our projects.

II. SCOPE OF WORK - PHASE I

The assignment is limited to documenting and evaluating each street end so the Town can make an informed decision on sequencing. The scope of work shall include:

1. Survey Ten (10) bayfront street end and confirm the physical limits of the public area. The 91st Street end located in Indian Creek Village is excluded from this scope of work. The Street ends to be surveyed and evaluated are the following:
 - a. 95th Street
 - b. 94th Street
 - c. 93rd Street
 - d. 92nd Street
 - e. 90th Street
 - f. 89th Street
 - g. Bay Drive
 - h. Biscaya Drive
 - i. Carlyle Drive
 - j. Froude Avenue
2. Review rights-of-way, easements, property boundaries and potential encroachments.
3. Document existing elevations, site geometry, waterfront edge and apparent public area.
4. Inventory existing infrastructure and improvements, including drainage and pump facilities, utilities, hydrants, seawalls, gates, access points, landscaping and mature vegetation, signage, benches, trash receptacles and other site features.
5. Document existing security and access conditions, including barriers, gates, separation from adjacent residences, sightlines, pedestrian and emergency access and areas where future security enhancements may need to be considered.
6. Identify operational, maintenance, emergency-access, permitting, shoreline and other constraints.
7. Identify any non-intrusive observed infrastructure deficiencies and Town actions that should occur before beautification or design.
8. Rank the street ends from the lowest-constraint/easiest-to-advance locations to the most complex locations.
9. Recommend a practical sequence for moving the street ends into Phase 2 planning and design.
10. The survey and report shall reflect existing conditions observable through the agreed field survey and site review, together with applicable available public records.



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Phase I Deliverable: A concise existing-conditions and prioritization report, supported by complete survey/site information, identifying the conditions at each location, including security/access considerations requiring Town action, and the consultant's recommended order for proceeding based on priority comparison.

III. SUBCONSULTANTS

The below listed Subconsultants will assist in the performance of the Work.

Subconsultant Name	Specialty or Expertise
TBD	Surveyor
TBD	Arborist (See Supplemental Services)

IV. SCHEDULE OF WORK — TIME OF PERFORMANCE

Consultant shall submit the Deliverables and perform the Work as depicted in the tables below

SCHEDULE OF DELIVERABLES			
Task, Sub-task, or Activity I	Major Task, Sub-Task, Activity, or Deliverable	Duration (specify weeks or calendar days)	Delivery Date* (cumulative weeks, or calendar days)
TASK I	Predesign Services and Report/As-Built Site Survey	30 days	NTP + 30 days

* An updated schedule, indicating actual delivery dates, based on the above durations, will be provided to the Town upon receipt of the NTP.

V. COMPENSATION

TASK I –	PRE-DESIGN-AS-BUILT RESEARCH – ARCHITECTURE	\$ 11,500
	SURVEYING	\$ 8,500
	DRAFT AND FINAL REPORT	\$ 7,550
	TOTAL	\$ 27,550

* As-built research and survey services include CADD format file drafting of owner provided information.

VI. SUPPLEMENTAL SERVICES

The Town may establish separate tasks to be executed independently, without interference on main tasks and project schedules.

1. Arborist (TBD after topographic survey (Allowance \$6,500)
2. Kickoff and Review Meetings (Hourly Allowance \$3,500)
3. Commission Presentation (Hourly Allowance \$1,500)

TOTAL NOT TO EXCEED AMOUNT ITEMS V. and VI, \$ 39,050

VII. NOTES

- A. The **\$27,550 base fee** includes all services necessary to complete the stated Phase I scope and deliverables for all 10 locations.
- B. The meeting and Commission presentation allowances are included within, and not in addition to, the **\$39,050 not-to-exceed amount**.
- C. Any arborist work is not authorized at this time. If the Town determines it is needed after review of the survey information, it may be authorized in writing, but only within the overall **\$39,050 not-to-exceed amount**.
- D. No additional, supplemental, or unforeseen services may be performed or billed unless specifically authorized in writing by the Town in advance. Any work outside the authorized Phase I scope would require separate Town approval.
- E. The Town and the Consultant are not obligated to provide personnel or perform exploratory work. If an item cannot be documented through the non-intrusive field review and survey, it will be identified as a limitation or recommended follow-up item in the report

VIII. ADDITIONAL SERVICES

The Town may establish an allowance for additional services requested by the Town and for unforeseen circumstances, which shall be utilized at the sole discretion of the Town.

The following services are not included in our basic services:



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1. Exploratory work/Investigative demolition. (Town staff shall provide necessary manpower for any exploratory work required).
2. Detailed/Line-item construction cost estimating.
3. Project Programming
4. Correction of pre-existing code deficiencies not related to described scope of work.
5. 3D Renderings

IX. DATA PROVIDED BY THE TOWN

The following information or documents are to be provided by the town:

1. Any available Architectural and Engineering As-Built's of site conditions and existing building elements
2. Any Available Building Reports, Studies, Correspondence and Re-certifications.
3. Any Available Testing Results or Reports
4. Any Available Surveys if available

X. PROJECT MANAGER

Consultant's Project Manager for this Work Order assignment will be Matthew Polak, AIA

Submitted by:

Name: Matthew Polak, AIA
Firm: RE Chisholm Architects

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

R.E. Chisholm Architects Inc.

Project Name: Bayfront Street-End Improvement Program

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

R.E. Chisholm Architects Inc.

Project Name: Bayfront Street-End Improvement Program

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 **R.E. Chisholm Architects Inc.** (hereinafter referred to as "Consultant") dated September 2, 2025, which Continuing Services Agreement was competitively procured through Request For Qualifications (RFQ) No. 2023-06 in accordance with Section 287.955, Florida Statutes, this Project Agreement is made effective as of the _____ day of _____, 2026, and authorizes the Consultant to provide the services as set forth below:

SECTION 1. SCOPE OF SERVICES

1.1 Consultant shall provide the services and deliverables for Task 1 of the Bayfront Street-End Improvement Program 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 not to exceed \$27,550.

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: _____
Town Manager

Date: _____

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

TOWN ATTORNEY

CONSULTANT:

R.E. Chisholm Architects Inc.

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT "A"

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

[TO BE INSERTED]