RESOLUTION NO. 2026-3589

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PROPOSAL AND PROJECT AGREEMENT WITH KIMLEY HORN & ASSOCIATES INC. PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL SERVICES FOR ANNUAL GEOGRAPHIC INFORMATION SYSTEM (GIS) UTILITIES SUBMITTAL TO THE DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT (DERM); 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 Kimley Horn & Associates, Inc. (the "Consultant") for professional architectural and engineering services, in accordance with the Continuing Services Agreement effective April 2, 2021, for such services (the "CSA"); and

WHEREAS, in accordance with the provisions of the CSA, the Consultant has provided a proposal to provide professional services for Annual Geographic Information System (GIS) Utilities Submittal to the Department of Environmental Resources Management (DERM), 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 $26,793; 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 $26,793.

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 10th day of November, 2026

Motion By: Commissioner Vildostegui
Second By: Commissioner Weingot

FINAL VOTE ON ADOPTION:

Commissioner Andrea Travani	Yes
Commissioner Gerardo Vildostegui	Yes
Commissioner Dovid Weingot	Yes
Vice Mayor Dayana Benmergui	Absent
Mayor Shlomo Danzinger	Yes

Shlomo Danzinger, Mayor

ATTEST:

TOWN OF SURFSIDE INCORPORATED SEAL 1935 DADE COUNTY, FLA.

For Sandra N. 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

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

Kimley-Horn and Associates, Inc.

Project Name: Annual Geographic Information System (GIS) Utilities Submittal to Department of Environmental Resources Management (Derm)

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

KIMLEY-HORN AND ASSOCIATES, INC.

Project Name: Annual Geographic Information System (GIS) Utilities Submittal to Department of Environmental Resources Management (Derm)

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 _____, 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 the Annual Geographic Information System (GIS) Utilities Submittal to Department of Environmental Resources Management (Derm) 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 $ 26,793.

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:

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]

Kimley»Horn

October 2, 2026

Andre Eugent
Public Works / CIP Director
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

Re: ***PROFESSIONAL SERVICES AGREEMENT DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT (DERM) GIS SUBMITTAL TOWN OF SURFSIDE, FL***

Dear Mr. Eugnet,

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") to provide professional services support for the annual Geographic Information System (GIS) utilities submittal to Department of Environmental Resources Management (DERM).

Project Understanding

Kimley-Horn will complete the annual GIS utility submittal to the Miami-Dade County Department of Environmental Resources Management (DERM) on behalf of the Town. Kimley-Horn will assist with reviewing, validating, and updating the Town's water, sewer, customer, and basin datasets to ensure compliance with current DERM requirements and submit final DERM map package.

Scope of Services

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

TASK 1: GIS SUBMITTAL FOR DIVISION OF ENVIRONMENTAL RESOURCES MANAGEMENT (DERM)

Kimley-Horn will update four (4) GIS utility datasets required for the annual DERM submittal. Kimley-Horn will review DERM's utilities submission guidelines and requirements document for changes to required fields and changes in schema. Kimley-Kimley-Horn will coordinate with DERM on any questions or discrepancies of DERM utilities submission guidelines and requirements document and map packages provided by DERM.

Kimley-Horn will attend up to two (2) meetings with the Town to review required, optional, and missing attribute information. Kimley-Horn will coordinate with the Town on locating information to populate for DERM utility datasets.

Kimley-Horn will review the sewer, water, basins, and customer GIS datasets to ensure compliance with DERM annual GIS submittal requirements. The Town will provide access or provide an export of the customer data from the BEACON water metering application. Tasks include validating schema requirements, verifying all required fields are populated, and reviewing optional attributes for completeness and consistency. Utility datasets include the following:

- Water Utilities
  - Backflow Preventor
  - Control Valves
  - Fittings
  - Hydrants
  - Meters
  - Structures
  - Valve boxes
  - Water Services
  - Water Mains
  - Water Tank

- Sewer Distribution System
  - Cleanouts
  - Discharge Structure
  - Gravity Sewer Mains
  - Fittings
  - Flow Meters
  - Force Mains
  - Laterals
  - Lift Stations
  - Manholes
  - Treatment Plant
  - Wells
  - Valves

- Customer Data
  - Water Customer
  - Sewer Customer
  - Water and Sewer Customer

- Basins

Kimley-Horn will upload the updated GIS DERM utility dataset package into the DERM file transfer site before January 6, 2027, on behalf of the Town. All files transmitted will meet DERM's GIS utility regulatory requirements. Kimley-Horn will review DERMs output file for compliance and create PDF report back to the Town.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

- Field collection
- Professional services not specifically included in the above scope of services.

Information Provided by Client

The Town will provide access or provide an export of the customer data from the BEACON water metering application. Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Responsibilities of Client

In addition to other responsibilities set out in this Agreement, the Town shall be responsible for all fees and additional cost associated with maintenance of the AGOL account, to be renewed on an annual basis.

Schedule

Kimley-Horn will perform the services outlined in this contract before January 6, 2027, from Notice to Proceed (NTP).

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 for the total lump sum labor fee below. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar Project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such Project fees on the Client's behalf, an invoice for such fees, with a fifteen (15%) markup, will be immediately issued to and paid by the Client.

Task Number & Name		Fee	Type
1	GIS Submittal for Division of Environmental Resources Management (DERM)	$ 26,793.00	Lump Sum
Total		**$ 26,793.00**	

Lump sum fees and expenses will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn Project number.

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 provide these services and submit this proposal. Please contact Amber Crane at 954-546-9914 if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Erin Emmons .
Associate

Amber Crane
Project Manager

TOWN OF SURFSIDE

SIGNED: _____

PRINTED NAME: _____

TITLE:_____

DATE: _____

Client's Federal Tax ID: _____
Client's Business License No.: _____
Client's Street Address: _____
_____