

RESOLUTION NO. 2021- 2758

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH KEITH & ASSOCIATES, INC. FOR ENGINEERING PROFESSIONAL SERVICES FOR THE ABBOTT AVENUE DRAINAGE IMPROVEMENTS PROJECT FROM 90TH STREET TO 96TH STREET; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 10, 2020, the Town of Surfside (the “Town”) issued Request for Qualifications No. 2020-04 (“RFQ”) for design and engineering professional services for the Abbott Avenue drainage improvements project from 90th Street to 96th Street (the “Services”); and

WHEREAS, in response to the RFQ, Keith & Associates, Inc. (“Contractor”) submitted a proposal for the Services, and on September 11, 2020, an Evaluation Committee appointed by the Town Manager, short listed firms and ranked the Contractor as the most qualified firm for the Services; and

WHEREAS, on October 13, 2020, the Town Commission adopted Resolution No. 2020-2729 selecting Contractor to provide the Services and authorizing the Town Manager to negotiate and execute an agreement with the Contractor; and

WHEREAS, the Town Manager has negotiated an agreement attached hereto as Exhibit “A” (“Agreement”) with the Contractor for the Services, which includes the Mandatory Services and may include additional Optional Services at the direction and approval of the Town; and

WHEREAS, the Agreement includes a scope of services and fee/compensation for the Services in the lump sum not to exceed amount of \$73,220.00; and

WHEREAS, the Town Commission wishes to approve the Agreement, in substantially the form attached hereto as Exhibit “A”, 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 and its residents.

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

Section 1. Recitals. Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval of Agreement. The Agreement with the Contractor, in substantially the form attached hereto as Exhibit "A", is hereby approved in the amount of \$73,220.00, and the expenditure of funds pursuant to the Agreement is approved.

Section 3. Authorization. The Town Manager is hereby authorized to execute the Agreement attached hereto as Exhibit "A" with the Contractor for the Services, subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency.

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

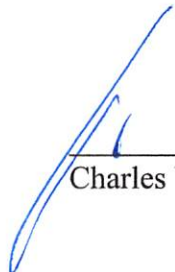
Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 9th day of February, 2021.

Motion By: Commissioner Velasquez
Second By: Commissioner Kesl

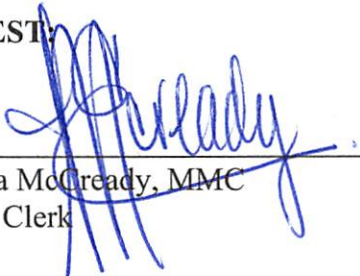
FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl Yes
Commissioner Eliana R. Salzhauer Yes
Commissioner Nelly Velasquez Yes
Vice Mayor Tina Paul Yes
Mayor Charles W. Burkett Yes



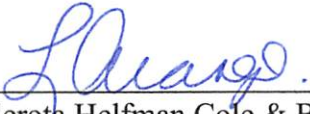
Charles W. Burkett, Mayor

ATTEST:



Sandra McGready, 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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
KEITH & ASSOCIATES, INC.**

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2021 (the “Effective Date”), by and between the **TOWN OF SURFSIDE**, a Florida municipal corporation, (hereinafter the “Town”), and **KEITH & ASSOCIATES, INC.**, a Florida corporation (hereinafter the “Contractor”).

WHEREAS, on June 10, 2020, the Town issued Request for Qualifications No. 2020-04 (the “RFQ”) for design and engineering professional services for the Abbott Avenue drainage improvements project from 90th Street to 96th Street (the “Services,” as further defined below), which RFQ is incorporated herein by reference; and

WHEREAS, in response to the RFQ, the Contractor submitted a proposal for the Services, which is incorporated herein by reference; and

WHEREAS, on September 11, 2020, an Evaluation Committee appointed by the Town Manager short listed firms and ranked Contractor as the most qualified firm for the Services; and; and

WHEREAS, on October 13, 2020, the Town Commission adopted Resolution No. 2020-2729 selecting Contractor to provide the Services and authorizing the Town Manager to negotiate and execute an agreement with Contractor; and

WHEREAS, the Contractor will perform engineering professional services for the study and design of Abbott Avenue drainage improvements for the Town from 90th Street to 96th Street (the “Mandatory Services”), and may provide additional Optional Services upon the direction and approval of the Town, as further described on the Scope of Services attached hereto as Exhibit “A” (the “Services”); and

WHEREAS, the Contractor and the Town, through mutual negotiation, have agreed upon a scope of services and compensation for the Services (Mandatory Services) as detailed in Exhibit “A-1” (Consultant’s Detail Scope of Services and Fees) attached hereto, and a rate schedule as set forth in Exhibit “B” (the “Rate Schedule”) in connection with the Services; and

WHEREAS, the Town desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

1. Scope of Services.

- 1.1. The Contractor shall furnish the Services and provide deliverables for the project (“Project”), as requested by the Town and detailed in the Scope of Services attached hereto as Exhibit “A”, which shall include the “Mandatory Services” detailed therein in Exhibit “A-1” (Consultant’s Detail Scope of Services and Fees), and may include additional “Optional Services” to be provided at the direction and subject to approval of the Town as to the final scope of services and fees for the “Optional Services.” The “Mandatory Services” and “Optional Services” are hereinafter collectively referred to as the “Services.”
- 1.2. Prior to the commencement of additional work on the Project or “Optional Services”, the Contractor will provide the Town with a fixed lump sum cost for the “Optional Services” set forth in the Scope of Services calculated using the rates set forth on the Rate Schedule attached hereto as Exhibit “B.”
- 1.3. If the Town approves the fixed lump sum cost for the “Optional Services”, the Town will provide the Contractor with a Notice to Proceed to perform the “Optional Services” set forth in the Scope of Services attached hereto as Exhibit “A.” Contractor acknowledges that it shall not undertake to perform any “Optional Services” until it has received from the Town the Notice to Proceed on such “Optional Services.”
- 1.4. Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”) to the Town.
- 1.5. The Contractor shall abide by the terms and requirements of the RFQ, as though fully set forth herein.

2. Term/Commencement Date.

- 2.1. This Agreement shall become effective upon the Effective Date and shall remain in effect for three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8, or terminate upon final completion and acceptance of the Services and “Optional Services”, if any. Additionally, the Town Manager may extend or renew this Agreement for up to two (2) additional one (1) year periods on the same terms as set forth herein upon written notice to the Contractor.
- 2.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the timeframes set forth in the Scope of Work and the Notice to Proceed for the Project in the manner provided in this Agreement, unless extended by the Town Manager.

3. Compensation and Payment.

- 3.1. Compensation for the Services (Mandatory Services) provided by Contractor shall be in accordance with the approved fixed lump sum, not to exceed amount of \$73,220.00, set forth in Exhibit “A-1” (Consultant’s Detail Scope of Services and Fees), which is based on the Rate Schedule and an estimate of time necessary to complete the Services. Compensation

for additional or "Optional Services" shall be established pursuant to the Rate Schedule attached hereto as Exhibit "B" and approved by the Town.

3.2. During the Project, Contractor shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Contractor under the Scope of Services for the Project. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for the Project. 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.

4. Subcontractors.

4.1. The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services and/or any Project.

4.2. Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Town Manager, which approval shall be granted or withheld in the Town Manager's sole and absolute discretion.

5. Town's Responsibilities.

5.1. Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Contractor to assist Contractor in performing the Services.

5.2. Upon Contractor's request, Town shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

6. Contractor's Responsibilities; Representations and Warranties.

6.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services for each Project as is ordinarily provided by a contractor under similar circumstances in similar localities ("Standard of Care"). If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

6.2. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional manner consistent with the Standard of Care.

6.3. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any adversarial issues against the Town.

8. Termination.

8.1. The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Contractor, or immediately with cause.

8.2. Upon receipt of the Town's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the Town Manager.

8.3. In the event of termination by the Town, the Contractor shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.

8.4. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts specified below as satisfactory to Town, including the Town as an Additional Insured on the policies required below except Professional Liability and Worker's Compensation/Employer's Liability, underwritten by a firm rated A-X or better by A.M. Best at the time of execution of this Agreement, and qualified to do business in the State of Florida. The insurance coverage affording additional insured status shall be primary insurance with respect to the Town, its officials, employees, and agents. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance which affords additional insured status. The insurance coverages shall include the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent, with the prior written approval of Contractor.

9.1.1. Commercial General Liability coverage with limits of liability of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability

coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of Two Million Dollars (\$2,000,000.00) per claim and in the aggregate.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation/Employer's Liability Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall evidence that no less than (30) thirty-day advance written notice (10-days' in the event of cancellation due to non-payment of premium) will be provided to Town prior to cancellation of said policies of insurance. The Contractor shall be responsible for assuring that the insurance required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished prior to the date of their policy expiration. Acceptance of the Certificate(s) is subject to approval of the Town.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation/Employer's Liability Insurance, the Town is to be included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance affording additional insured status shall contain a severability of interest provision providing that, except with respect to the

total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Waiver of Subrogation. The Contractor's insurance policies shall include a blanket waiver of subrogation endorsement in favor of the Town.

9.5. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.6. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Contractor shall indemnify and hold harmless the Town, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

12.2. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement.

12.3. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.4. The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

16.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement (“Work Product”) belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

16.3. Upon request from the Town’s custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

16.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

Custodian of Records: Sandra McCreedy, MMC

**Mailing address: 9293 Harding Avenue
Surfside, FL 33154**

Telephone number: 305-861-4863

Email: smccreedy@townofsurfsidefl.gov

17. **Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Town's area, circumstances and desires.

18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect

to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
23. **Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
24. **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
26. **Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.
27. **Boycotts.** The Contractor represents that it is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

[Remainder of page intentionally left blank. Signature pages follow.]

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

TOWN OF SURFSIDE

CONTRACTOR

By: _____
Jason Greene
Interim Town Manager

By: _____

Name: _____

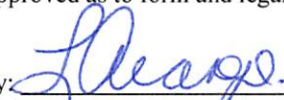
Title: _____

Attest:

Entity: Keith & Associates, Inc., a Florida Corporation

By: _____
Sandra McCready, MMC
Town Clerk

Approved as to form and legal sufficiency:

By:  _____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Addresses for Notice:

Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
ahyatt@townofsurfsidefl.gov (email)

Addresses for Notice:

Keith & Associates, Inc.
301 E. Atlantic Boulevard
Pompano Beach, Florida 33060

(954) 788-3400 (telephone)

(facsimile)

(email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian Arango, Esq.
Town of Surfside Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
larango@wsh-law.com (email)

With a copy to:

(telephone)

(facsimile)

(email)

EXHIBIT "A"
SCOPE OF SERVICES

Mandatory Services

The Contractor must provide the following services and tasks:

- a. Review options proposed in a previously completed drainage report prepared by Calvin Giordano & Associates;
- b. Evaluate and assess the existing stormwater drainage conditions for Abbott Avenue from 90th Street to 96th Street;
- c. Prepare a report and offer options for improvements to resolve issues with reported ponding and setting water;
 - i. Each option should include an Engineer's estimate for the construction of the improvements, including a breakdown of the direct and indirect costs.
 - ii. As part of the process of developing a report, the Contractor shall provide updates at multiple staff meetings and Commission Meetings, as requested. Updates shall include the receipt of feedback and adjustments as directed, presentations to both Staff and Commission, and attendance/preparation for follow up meetings and presentations at both Staff and Commission Meetings.
 - iii. Contractor understands that it must provide a revised proposed solution in line with Commission and Staff feedback if the Town Commission modifies or rejects the proposed solution in any way. This process may continue until the project is accepted or canceled.

Optional Services

At the Town's discretion, the Contractor may be requested to provide any or all of the following additional services:

- a. Collection, review, and confirmation of all as-builts required to complete the scope of work in its entirety;
- b. Creation of all plans, specifications and other design documents, ensuring that all are in accordance with all local, county, state and federal laws, regulations and rules;
 - i. All plans, specifications and other design documents must be submitted to the Town for review and feedback at 30%/60%/90% and final bid documents.
- c. Preparation, coordination, management and all work associated with permitting;
- d. Completion of all survey work required to complete the entirety of the scope of services;

EXHIBIT "A"
SCOPE OF SERVICES

- e. Any and all geotechnical engineering as required by any design or permitting requirements, including, but not limited to any information required to design and set structures, pipe, drainage wells or any other required appurtenances;
- f. Preparation and management of a Request for Proposals (RFP) for the construction for the selected option/solution;
- g. Post-design services as needed;
- h. Assistance with any grant application that may be applicable to the project; and
- i. Project, bidding, permitting and construction management services, including project closeout.
- j. Construction engineering and inspection (CEI) services

EXHIBIT "A-1"
CONSULTANT'S DETAIL SCOPE OF SERVICES AND FEES

The CONSULTANT (KEITH) shall provide engineering services in order to offer solutions to resolve the regular flooding issues along Abbott Avenue.

At this time the Optional Services outlined by the Town above are excluded from this contract:

1. Although some field inspections and (if necessary) survey/SUE crew site visits will be performed as part of this agreement it is anticipated that a formal Survey will be prepared as part of the future construction document preparation and/or implementation which is not part of this agreement at this time.
2. Geotechnical Engineering and Soil Testing services.
3. Preparation of Construction Documents (30%/60%/90% and/or final bid documents).
4. Permit processing.
5. Bid Assistance.
6. Grant Application Assistance.
7. Construction Management and/or Construction Engineering and Inspection (CEI) services.

Task 1 Evaluation of Previously Completed Drainage Report:

Report Evaluation:

- a) Coordination with Town to understand existing infrastructure and determine areas of concern within the Town, the CONSULTANT team will need to meet with Town staff including public works, finance, and other departments. Up to two (2) virtual meetings with Town and other stakeholders are included.
- b) The CONSULTANT shall review the previously completed Drainage Report and Options prepared by Calvin Giordano & Associates. In order to accomplish this the Town shall assist the CONSULTANT by providing the following items in order to expedite the completion of the evaluation in an efficient manner:
 1. Calvin's digital files of their ICPR Models for their analysis for Abbott Avenue.
 2. Town's available As-builts for the existing stormwater management system (identifying inlets, inverts, pipe sizes/materials).
 3. Town's available As-builts for the existing stormwater pump station(s).
 4. Town's available information on the existing drainage wells.
 5. Town mark-up on the location of the Tideflex check valves installed throughout the Town. Feel free to mark-up the attached plan by Calvin.
 6. Existing Town's Geographic Information System (GIS) database map, which should include pipe locations and sizes, inlet locations, control structure locations and sizes, and other information for the drainage system.
 7. Town's NPDES MS4 permit and annual reports.
 8. Town's available historical resident complaints and back-up documents.
 9. Current Town's budget documents and available budget for implementation of recommended improvements.

- c) Prepare detailed evaluation of the previously completed Drainage Report and Options prepared by Calvin Giordano & Associates.

Report Analysis and Conclusions:

- d) Analyze and outline our findings and conclusions determining if the improvement options identified in the previously completed report are the best and most cost-effective for Abbott Avenue.

The options provided in this previous report have an estimated cost ranging from approximately \$1,000,000 to \$5,000,000 and do not provide the required Level of Service (LOS) the Town is seeking which consists of:

1. 5 year - 1 day (7 inches) for the crown of roadway?
2. Spread not exceeding half the lane for the 4-inch/hr intensity rainfall.
3. The hydraulic grade line (HGL) does not exceed any grate elevations for the 3 year - 1 hour (3.2 inches).

- e) Develop a draft Evaluation of the Previously Completed Drainage Report section as a Technical Memorandum.

Task 2 Evaluation and Assessment of the Existing Stormwater System:

Data Collection:

- a) Perform necessary records and limited field investigation to complete critical missing connections pipes or sizes. Field inspectors and (if necessary) survey/SUE crews will be sent to collect missing critical data to ensure the stormwater models can be completed accurately. The field investigation under this task is not a formal Survey. It is anticipated that a formal Survey will be prepared as part of the future construction document preparation and/or implementation which is not part of this task.
- b) Based on the limited field investigation described above it may be required that certain key pipe segments be video inspected and/or cleaned. If required KEITH will provide these services through Shenandoah Construction (video inspection subcontractor) as a reimbursable service. This work will be completed in accordance with Shenandoah's Rate Schedule included on Exhibit B.
- c) Research of existing data, permits, policies, regulations available including the Town of Surfside, Miami-Dade County, National Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE), National Oceanic and Atmospheric Administration (NOAA), United States Geological Survey (USGS), FEMA (inclusive of proposed changes), SFWMD, Florida Department of Environmental Protection (FDEP) and Florida Department of Transportation (FDOT).

Topographic Assessment:

- d) Assess overall topography, soil characteristics, flow patterns and delineate primary watersheds, sub basins and detention/ retention areas.
- e) Gather and evaluate available existing mapping, studies, models, reports, Light Detection and Ranging (LiDAR) information and other stormwater related data as required, including SFWMD design event rainfall, NRCS soils, existing water level

gages, existing operational schedules for structures and water levels in canals, National Wetland Inventory, land use and future land use, wells, and Best Management Practices (BMPs). LiDAR information will be utilized to create a Digital Evaluation Model (DEM) which will be used for modeling under Task 2. The DEM will be provided to the Town for future use.

Develop an Updated Existing Conditions Stormwater Model:

- f) Develop an updated “Existing Conditions Stormwater Model”.
- g) CONSULTANT will attend up to five (5) meetings with jurisdictional agencies (one (1) with each agency) to coordinate the master plan development in accordance with their latest regulations and on- going studies.
- h) Develop a draft Evaluation and Assessment of the Existing Stormwater System Report section as a Technical Memorandum

Task 3 Prepare a Stormwater Report and Offer (Additional) Improvement Options

- a) Use the updated existing conditions Stormwater model (prepared under Task 2) to develop a stormwater model for analysis of system capacity needs for existing and future development and expansion. This model shall be validated to reflect existing conditions and project future conditions. The model shall be evaluated to achieve the Town’s required Level of Service (LOS) as identified on Task 1 and/or as recommended by the jurisdictional agencies.
- b) The model shall consist of a basin by basin analysis of the existing and proposed stormwater systems, and how they react to different boundary conditions, including future projected climatological conditions based on NOAA Atlas and historical flood events to analyze and recommend improvement alternatives related to the system capacity and level of service.
- c) Identify and prioritize stormwater problem areas and the development of effective Best Management Practice alternatives needed to handle water quality/quantity problems as well as stormwater system capacity issues. The model will be focused on these problem areas.
- d) Review the Town’s land development codes, ordinances, comprehensive plan and policies on stormwater management design requirements, building reviews and inspections. Review the Town’s, National Pollutant Discharge Elimination System, NPDES MS4 Permit and program elements. Recommendations for changes or modifications shall be developed for consideration for stormwater projects/programs and include sustainable design standards/ approach where feasible.
- e) Provide a two-pronged approach to offer long-term and short-term (more immediate) implementation recommendation solutions. Each recommendation will include a detailed Engineer’s Opinion of Probable cost.
- f) Provide recommendations for maintenance and safety procedures, where applicable.
- g) Evaluate and provide recommendations of potential funding options including grants, loans, and/or public-private partnerships to fund future Capital Improvement Projects (CIP).

- h) Attend up to two (2) Town of Surfside Commission meetings / public workshops and prepare presentation for review and approval of the suggested options.
- i) Attend up to two (2) Public Outreach Meetings and prepare presentation/ meeting in order to obtain community input/ feedback on existing and proposed stormwater improvements in the Town of Surfside. It is anticipated the same presentation will be used at both Outreach Meetings. Encourage public dialogue to understand the community's vulnerabilities, capacities, and needs. Educate the public on flood defense, prevention, risk mitigation, and recovery measures.
- j) KEITH will provide Public Outreach and workshop meetings, with assistance from our sub-consultant Brizaga (Resiliency and Sea Level Rise Subconsultant). This work will be completed in accordance with Brizaga's Rate Schedule included on Exhibit B.

TOWN's Responsibility

The Town shall assist CONSULTANT with the following items in order to expedite the completion of the project in an effective manner.

- A. Designate a representative(s) who shall have the authority to transmit instruction, receive information and enunciate policies and decisions.
- B. Provide access to and obtain permission for CONSULTANT to enter upon public lands as required at no additional cost to perform surveys, observations, or other necessary services under this Agreement.
- C. Provide available data as requested in Task 1.
- D. Make available to CONSULTANT all of its existing information which may in any way be pertinent to the project.
- E. Town designee will attend meetings with regulatory agencies.
- F. Review draft deliverables documents and provide comments in a timely manner.
- G. Town designee will meet with CONSULTANT to discuss stormwater management activities accomplished by the Town and future needs for the program.
- J. Town designee will review draft presentation(s) prior to its presentation to the Town Commission and/or to the public.
- K. Town designee will attend Town Commission and public meetings.

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 1.

Table 1 Budget Estimate of Engineering Services

TASK	FEE
Task 1 - Evaluation of Previously Completed Drainage Report	\$9,000.00 (KEITH LUMP SUM)
Task 2 – Evaluation and Assessment of The Existing Stormwater System	\$12,720.00 (KEITH HOURLY NTE) \$12,700.00 (SHENANDOAH HOURLY NTE)
Task 3 – Prepare Stormwater Report and Offer (Additional) Improvement Options	\$28,800.00 (KEITH HOURLY NTE) \$8,000.00 (BRIZAGA HOURLY NTE)
TOTAL FEE	\$71,220.00
DIRECT EXPENSES	\$2,000.00
GRAND TOTAL	\$73,220.00

EXHIBIT "B"
RATE SCHEDULE

The Rate Schedule for Services performed pursuant to this Agreement are as follows:



EXHIBIT A PROFESSIONAL SERVICE FEE SCHEDULE		Hourly Rate
Project Executive		\$350.00
Expert Witness		\$500.00
Government Liaison		\$400.00
Senior Project Manager		\$225.00
Project Manager III		\$175.00
Project Manager II		\$140.00
Project Manager I		\$120.00
Assistant Project Manager		\$100.00
Senior Traffic Engineer		\$175.00
Traffic Engineer		\$125.00
Engineer III		\$110.00
Engineer II		\$100.00
Engineer I		\$90.00
Senior Construction Manager		\$180.00
Construction Manager		\$150.00
Engineering Inspector III		\$125.00
Engineering Inspector II		\$100.00
Engineering Inspector I		\$90.00
Chief Surveyor		\$175.00
Senior Surveyor & Mapper		\$150.00
Project Surveyor II		\$125.00
Project Surveyor I		\$110.00
Technician III		\$100.00
Technician II		\$90.00
Technician I		\$80.00
Senior Planner		\$140.00
Planner II		\$120.00
Planner I		\$100.00
Senior Landscape Architect		\$150.00
Landscape Architect		\$135.00
Arborist		\$140.00
Landscape Designer III		\$125.00
Landscape Designer II		\$100.00
Landscape Designer I		\$90.00
Chief Utility Coordinator		\$160.00
Senior Utility Coordinator		\$140.00
Utility Coordinator		\$100.00
Subsurface Utility Location Manager		\$140.00
Subsurface Utility Field Supervisor		\$90.00
Utility Designating/GPR		\$200.00
Survey Crew IV		\$160.00
Survey Crew III		\$130.00
Survey Crew II		\$110.00
Survey Crew I		\$90.00
Survey Static Laser Scanning		\$250.00
Survey Terrestrial Mobile LiDAR		Per Project
Survey Drone Photos		\$200.00
Impervious Coring >8"		\$150.00/Each
Vacuum Excavation Test Hole (Pervious Surface)		\$350.00/Each
Vacuum Excavation Test Hole (Impervious Surface)		\$450.00/Each
Administrative Assistant II		\$80.00
Administrative Assistant I		\$60.00

Effective 01/01/2021

Corporate Office
301 E Atlantic Blvd
Pompano Beach
FL 33060
954.788.3400

Miami-Dade County
5805 Blue Lagoon Drive
Suite 218
Miami, FL 33126
305.667.5474

Broward County
2312 S Andrews Ave
Fort Lauderdale
FL 33316
954.788.3400

Palm Beach County
701 Northpoint Parkway
Suite 218
West Palm Beach, FL 33407
561.489.0992

Orange County
2948 E Livingston Street
Suite 100
Orlando, FL 32803
954.788.3400

EXHIBIT "B" RATE SCHEDULE



Page 1 of 2

1888 NW 22nd Street
(954) 975-0098

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069
shenandoahus.com

DATE: January 08, 2021
SUBMITTED TO: Keith and Associates
STREET: 2160 NW 82nd Avenue
CITY, STATE & ZIP: Doral, FL 33122
PHONE: (305) 667-5474
FAX:
EMAIL: mcastano@keithteam.com
JOB NAME: Town of Surfside Abbott
ATTENTION: Mark Castano

PROPOSAL #P20244

We propose to furnish a crew and all necessary equipment to at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

Clean and Televis 0-12" Storm Lines	(at \$4.00 Per L.F.)	500 L.F.	\$2,000.00
Clean and Televis 13-24" Storm Lines	(at \$7.50 Per L.F.)	500 L.F.	\$3,750.00
Dive Crew (Half Day)	(at \$2,500.00 Lump Sum)	1 Lump Sum	\$2,500.00
Dive Crew (Full Day)	(at \$3,500.00 Lump Sum)	1 Lump Sum	\$3,500.00
MOT Set up Monitor and Breakdown (If Needed)	(at \$950.00 Per Day)	1 day(s)	\$950.00
Minimum Call Out (If less than \$1,500.00)	(at \$1,500.00 Each)	0 Each	\$0.00
Estimated Total:			\$12,700.00

Lines cannot be televised if system cannot be pumped down due to a high tide or water table.

This proposal was done sight unseen and is priced considering normal storm drain conditions.

Plugging and pumping is included in the per foot pricing Minimum call out is to equal \$1,500 or \$1,500 will be billed if less.

NOTE: One way travel time for all hourly vehicles listed above. Three hour minimum. This proposal includes removal of all loose debris from the structures and pipes (excluding hazardous waste), if non-hazardous contaminated liquids or soils are encountered, such as oil, gas, fuel, hydraulic oil, etc., the customer will be required to have the material analyzed, by an approved lab, then approved by a disposal facility, prior to Shenandoah transporting and disposing of the material, additional cost for specialty hauling and disposal will be applied to the invoice, along with documented receipt. However, we are not responsible for problems occurring during or after cleaning due to pre-existing condition, original installation or design.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.

(If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

EXHIBIT "B"
RATE SCHEDULE



BRIZAGA, INC.
2021 RATE SCHEDULE

TITLE	HOURLY RATE
Principal	\$ 250.00
Director	\$ 220.00
Project Manager & Senior Scientist	\$ 180.00
Project Engineer & Outreach Director	\$ 150.00
Staff Scientist, Outreach Coordinator & Junior Engineer	\$ 120.00
CADD/Designer	\$ 100.00
Administrative Assistant & Outreach Associate	\$ 60.00

Reimbursable Expenses

Professional supplies and standard expenses required for this project will be billed at cost plus five percent (5%). Professional supplies and standard expenses include plots, mail and courier delivery services and related local travel expenses. Charges above and beyond standard expenses noted will be invoiced at cost plus ten percent (10%). These include permit fees and all third-party expenses billed through **Brizaga, Inc.** for administration and financial responsibility.

Rates are subject to change at one-year intervals from date of contract execution.