

RESOLUTION NO. 2021- 2825

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH 300 ENGINEERING GROUP, P.A. FOR A SANITATION SEWER EVALUATION SURVEY AND SMOKE TESTING SERVICES FOR THE TOWN'S SANITARY SEWER SYSTEM, PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town of Surfside (the "Town") has retained the services of 300 Engineering Group, P.A. ("Consultant") for professional engineering services in accordance with the Request for Qualifications (RFQ) No. 2020-06 and the ensuing Continuing Services Agreement for such services executed by the parties on February 16, 2021 (the "CSA"); and

WHEREAS, in accordance with the provisions of the CSA, Consultant and the Town have agreed to enter into a specific Project Agreement ("Project Agreement"), authorizing the Consultant to provide a Sanitation Sewer Evaluation Survey (SSES) and Smoke Testing of the Town's sanitary sewer system, as required by the Florida Department of Environmental Protection and Miami-Dade County Department of Regulatory and Economic Resources ("Services"); and

WHEREAS, the Project Agreement, attached hereto as Exhibit "A," provides for a scope of services detailing the Services to be provided by the Consultant, as well as a schedule for performance and compensation for the Services in an amount not to exceed \$43,937.72; and

WHEREAS, pursuant to the CSA, the Town Commission wishes to approve the Project 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 Project Agreement. The Project Agreement for the Services with the Consultant, in substantially the form attached hereto as Exhibit "A", is hereby approved.

Section 3. Authorization; Expenditure of Funds The Town Manager is hereby authorized to execute the Project Agreement attached hereto as Exhibit "A" with the Consultant for the Services in an amount not to exceed \$43,937.72, in accordance with the CSA and 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 Project Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 12th day of October, 2021.

Motion By: Commissioner Charles Kesl
Second By: Commissioner Nelly Velasquez

FINAL VOTE ON ADOPTION:

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



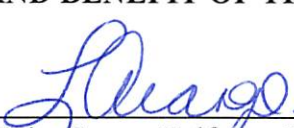
Charles W. Burkett, Mayor

ATTEST:



Sandra 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

300 Engineering Group, P.A.

Project Name: Smoke Testing of Sanitary Sewer System

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

300 Engineering Group, P.A.

Project Name: Smoke Testing of Sanitary Sewer System

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 **300 ENGINEERING GROUP, P.A.**, a Florida corporation (hereinafter referred to as “Consultant”) dated February 16, 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 13th day of October, 2021, and authorizes the Consultant to provide the services as set forth below:

SECTION 1. SCOPE OF SERVICES

1.1 Consultant shall provide **SMOKE TESTING OF SANITARY SEWER SYSTEM** and complete the tasks that are identified and described in the Project Scope of Services and Schedule, attached hereto as Exhibit “1” 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 “1.” 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 “1.”

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 "1". 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 Time of the Essence. 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 "1" attached hereto. Consultant shall receive monthly payments based on Services or tasks completed in accordance with the hourly fee schedule outlined in the Project Scope of Services and Schedule, attached hereto as Exhibit "1," in the total amount not to exceed \$43,937.72.

4.2 Reimbursable Expenses. The following expenses are reimbursable and will be billed at 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 "1", 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: _____
Andrew Hyatt, Town Manager

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

TOWN ATTORNEY

CONSULTANT:

300 Engineering Group, P.A., a Florida corporation

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT "1"

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

[TO BE INSERTED]

Town of Surfside

RFQ No 2020-06

Task # 1

Smoke Testing of Sanitary Sewer System

SSES Third Cycle

SCOPE OF WORK

DRAFT

August 27, 2021

Town of Surfside
Public Works Department
9293 Harding Avenue
Surfside, FL 33154
Attn: Hector Gomez
Assistant Public Works Director



Prepared by:

300 Engineering Group, P.A. -
2222 Ponce de Leon Blvd, Suite 300
Coral Gables, Florida 33134
305-602-4602



Table of Contents

INTRODUCTION	2
DESCRIPTION OF SERVICES	2
100 SMOKE TESTING.....	2
200 VISUAL MANHOLE INSPECTION.....	3
300 SMOKE TEST REPORT	3
400 SSES THIRD CYCLE – PHASE 1 REPORT (Optional).....	4
SCHEDULE	5
COMPENSATION.....	5
ASSUMPTIONS.....	5

Town of Surfside

RFQ 2020-06

Task # 1

Smoke Testing of Sanitary Sewer System

SCOPE OF WORK

INTRODUCTION

300 Engineering Group, P.A. (300 Engineering) has entered into a continuing services agreement with the Town of Surfside (Town) to provide professional engineering services under the RFQ 2020-06.

The following task is being proposed under this scope of services:

- Task # 1 - "Smoke Testing of Sanitary Sewer System"

DESCRIPTION OF SERVICES

The Town of Surfside (Town) is required to submit an SSES evaluation on or before November 12, 2022 of the entire gravity system, as required by the Florida Department of Environmental Protection (FDEP) and the Miami-Dade County Department of Regulatory and Economic Resources (RER). As part of the SSES evaluation, it is required to perform smoke testing to the entire sanitary sewer system (48,863 LF). The Town has requested 300 Engineering to execute the smoke testing over the entire sanitary sewer system and prepare the required report to be submitted to MD-RER.

Task # 1 - "Smoke Testing of Sanitary Sewer System" has been divided into the following subtasks:

Subtask	Description
100	Smoke Testing
200	Visual Manhole Inspection
300	Smoke Test Reporting
400	SSES Third Cycle – Phase 1 Report (Optional)

100 SMOKE TESTING

300 Engineering will conduct smoke testing to the 48,863 LF of the Town's sanitary gravity system. The services will be performed with a portable blower designed and built specifically for the use of smoke testing. The pipe sections and lengths shall not exceed the capacity of the blower to provide adequate smoke for testing; in general pipe lengths should not exceed 2,000 LF. 300 Engineering shall not perform smoke testing on days that will hinder the results

of the test (for example, when high winds, heavy rains, or excessively high groundwater levels would interfere with the effectiveness of the testing).

300 Engineering staff will record locations where smoke is observed. Smoke exfiltration may be caused by: structural damage in pipes or manholes, cross-connections with roof gutters, sewer cleanouts, leakage in laterals, area drains and stormwater drain cross-connections. For each sewer line tested, the field worksheets will locate each point of smoke exfiltration detected. Typical methods to locate smoke leakage include: triangulate the defect with respect to the distance from two fixed objects (house corners, power poles, fire hydrant, etc.) and record on a location sketch; sub-meter GPS coordinates; or recording the distance from the upstream manhole to a point perpendicular to the defect, as well as the distance left/right to the defect.

Photographic record of these observations will be kept. Photographs of smoke evidence shall have a location indicated in the photograph using a defect flag where possible. Photographs shall be clearly cross-referenced to the field log indicating the location of the leak. Once the defect has been flagged, 300 Engineering's staff will snap a digital picture showing the smoke exiting from the defect, flag and physical features at or near the defect. Observations, sketches, photographs and test results will be included in the SSES Report to be submitted under subtask 300 – Smoke Test Reporting. 300 Engineering will also perform public outreach services by contacting property owners. Notifications will be distributed by 300 Engineering before the smoke test is performed.

Deliverables

- Field log with observations, sketches, photographs, and test results

200 VISUAL MANHOLE INSPECTION

The Town has approximately 157 manholes in the sanitary sewer system. 300 Engineering will perform visual inspections of the sanitary sewer manholes in accordance with the MD-RER SSES guidelines. Visual manhole inspections are required by MD-RER for the SSES Third Cycle submittal. The manhole inspection will follow the Manhole Visual Inspection Form provided by MD-RER, including information on the lines connected to the manhole and the flow direction, pipe material, pipe size, whether the manhole is surcharged, infiltration, damage to the manhole cover, wastewater flow, manhole inserts, and grease. No manhole entry will be performed. Photographs will be taken of the manholes to document their conditions.

Deliverables

- Manhole Visual Inspection Forms

300 SMOKE TEST REPORT

300 Engineering will prepare a Smoke Test Report summarizing the findings of the field work performed in Subtask 100, in accordance with RER SSES guidelines.

The report shall indicate:

- If smoke was observed emitting from storm drains, which should be regarded as an illegal connection
- If smoke was observed emitting from the ground surface, which indicates a broken

- pipe
- If smoke reached the entire system
- Weather or other conditions that might have affected the testing
- Date DERM was notified of the test, and whether or not the test was witnessed by DERM
- Date of testing
- Method and equipment used for smoke testing
- Points of smoke injection
- If all cleanouts were inspected
- List of required repairs or indicate that no repairs are required

Deliverable:

- Signed and Sealed Smoke Test & Manhole Inspection Report (in PDF format)

400 SSES THIRD CYCLE – PHASE 1 REPORT (Optional)

If requested by the Town, 300 Engineering will prepare the SSES Third Cycle, Phase 1 Report (Formerly called Phase 1 and 2 Report) required for submittal to RER which has a deadline of November 12, 2022. The Report will follow the RER “Guidelines for the Performance and Submittal of the Second Sanitary Sewer Evaluation Survey” and will include the following:

- **401 Flow Analysis Review**

300 Engineering will review flow measurements performed and approved as part of the SSES 2nd Cycle to be used as credits for the 3rd Cycle. Approved Night Flow measurements will be included as part of the report. In addition, 300 Engineering will compare the City’s wastewater flows against water meter usage, rainfall data, groundwater table elevations and tidal elevations and assess the impact of Base I/I, Rain Dependent I/I (RDI/I), and Tidal I/I.

- **402 Calculation of Allowable Infiltration and Inflow (I/I)**

Pursuant to Section 24-42.2(2) of the Miami-Dade County Environmental Protection Code, the maximum allowed I/I in the collection system is 5,000 gallons per day per inch pipe diameter mile (GPDIM). Using the sanitary sewer collection system information from the Town’s GIS data and the Flow measurements provided, 300 Engineering will calculate the allowable limit of I/I in the Town’s sanitary sewer system. Additionally, 300 Engineering will utilize this data to determine the existing GPDIM and whether or not the collection systems of the Town’s two (2) sewer basins are in compliance with regulatory requirements.

- **403 Corrective Action Plan**

If the collection system is found to be out of compliance with the 5,000 GPDIM requirement based on the GPDIM and night flows determined in Task 401 and 402, 300 Engineering will prepare a corrective action work plan. This plan will propose solutions to reduce the amount of I/I found within the Town’s sanitary sewer collection system in order to bring it into compliance with regulatory guidelines for allowable I/I levels.

Deliverables

- Signed and Sealed SSES Third Cycle, Phase 1 Report (in PDF format)

SCHEDULE

Project duration is two (2) months from Notice to Proceed.

COMPENSATION

The services described herein for Task 100 will be performed on a unit price basis of \$0.44/LF in the amount of \$21,499.72, which corresponds to the anticipated 48,863 LF of gravity main. Additional length of gravity mains will be invoiced under a separate task order using the same unit price of \$0.44/LF.

Invoicing will be monthly on a percent complete basis by Task. A fee summary for Task Authorization No. 1 by subtask follows.

Task	Description	Total
100	Smoke Testing	\$21,499.72
200	Visual Manhole Inspection	\$3,728.00
200	Smoke Testing Reporting	\$3,360.00
Subtotal:		\$28,587.72
300	SSES Third Cycle Report (Optional)	\$ 15,350.00
Total:		\$43,937.72

Task deliverables will be as detailed in the proposed Scope of Work and as approved by the Town. Invoicing will be submitted along with the Monthly Status Report on a monthly basis.

ASSUMPTIONS

This Scope of Work and deliverables are based on the following assumptions:

- Requested information will be made available by the Town
- Town staff will be available to conduct meetings, as necessary
- 300 Engineering will not perform surveying services under this scope of work
- 300 Engineering will not perform confined entry under this scope of work
- Manhole inspections will be visual only
- The Town shall be responsible for manhole cleaning and flow controls and lowering water levels of surcharged sewer segments to be inspected, using vactor trucks or any other means deemed appropriate by the Town. 300 Engineering will notify the Town in advance of any testing.
- 300 Engineering will not replace clean-outs or rain dishes as part of this scope of work
- Identification of other utilities is not included as part of this scope of work
- 300 Engineering will not perform Construction Management nor inspections services of the identified repairs

- Flow isolation and CCTV are not included in this scope of work
- Updates to the Sewer GIS are not included in this scope of work
- Night Flow testing will not be performed under the present scope of work
- Additional services performed during the execution of the present scope of work, due to additional sewer system to be evaluation, will be invoiced under a separate task order
- In consideration of this Task Authorization, access to data and information sources is made available to 300 Engineering. The Consultant shall comply fully with all security procedures and shall not divulge to third parties all confidential Data Information obtained from the Town in the course of performing consulting engineering work, including, but not limited to, security procedures, business operations information or proprietary information in the possession of the Town. 300 Engineering shall not be required to keep confidential information or material that is publicly available through no fault of the Consultant, material that the Consultant developed independently without relying on the state's or Customer's confidential information, or material that is otherwise obtainable under State Law as a public record