

**RESOLUTION NO. 2022- 2878**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH KCI TECHNOLOGIES, INC. FOR UNDERGROUNDING OF UTILITIES - PHASE II PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; 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 of Surfside (the "Town") has retained the services of KCI Technologies, Inc. ("Consultant") for professional engineering services, in accordance with the Continuing Services Agreement effective March 8, 2021, for such services executed by the parties (the "CSA"); and

**WHEREAS**, on May 4, 2021, the Town Commission approved Resolution No. 2021-2788, authorizing the Town to enter into a specific Project Agreement for Consultant to provide utility undergrounding services for the Phase I Preparation of Utility Coordination Plans; and

**WHEREAS**, in accordance with the provisions of the CSA, Consultant and the Town have agreed to enter into a specific Project Agreement ("Agreement"), authorizing the Consultant to provide utility undergrounding services for Undergrounding of Utilities - Phase II ("Services"); and

**WHEREAS**, the 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 \$1,471,855.00; and

**WHEREAS**, pursuant to the CSA, 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 for the Services with the Consultant, in substantially the form attached hereto as Exhibit “A”, is hereby approved.

**Section 3. Authorization.** The Town Manager is hereby authorized to execute the Agreement attached hereto as Exhibit “A” with the Consultant for the Services in an amount not to exceed \$1,471,855.00, 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 Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 10<sup>th</sup> day of May, 2022.


Motion By: Vice Mayor Rose  
Second By: Commissioner Velasquez

**FINAL VOTE ON ADOPTION:**  
Commissioner Fred Landsman Yes  
Commissioner Marianne Meischoid Yes  
Commissioner Nelly Vazquez Yes  
Vice Mayor Jeffrey Rose Yes  
Mayor Shlomo Danzinger Yes

  
\_\_\_\_\_  
Shlomo Danzinger, 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

**KCI Technologies, Inc.**

Project Name: Undergrounding of Utilities Services - Phase II

## PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

KCI TECHNOLOGIES, INC.

Project Name: Undergrounding of Utilities Services- Phase II

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 **KCI TECHNOLOGIES, INC.**, a Delaware corporation (hereinafter referred to as "Consultant") dated March 8, 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 \_\_\_\_\_, 2022, and authorizes the Consultant to provide the services as set forth below:

### SECTION 1. SCOPE OF SERVICES

1.1 Consultant shall provide **UNDERGROUNDING OF UTILITY SERVICES - PHASE II** 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 \$1,471,855.00.

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:**

KCI Technologies, Inc., a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_



**EXHIBIT "1"**

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

[TO BE INSERTED]

**KCI TECHNOLOGIES, INC.**  
**UNDERGROUNDING OF UTILITIES - PHASE II**  
**TASK WORK ORDER**  
**April 28, 2022**  
**KCI Project No. 482021474.01**

The purpose of this form is to obtain your authorization for the work verbally requested and to confirm the terms under which these services will be provided. KCI Technologies, Inc. (KCI) is pleased to provide the services described below as **Undergrounding of Utilities - Phase II** to the contract previously executed, dated **March 3, 2021**, for the contract referenced as **Continuing Services Agreement for Professional Services**, located in the Town of Surfside, Florida (The Town).

**Invoices to:** Town of Surfside  
Attention: Andrew Hyatt, Town Manager  
9293 Harding Avenue  
Surfside, Florida 33154

**Scope of Work:** Town of Surfside - Undergrounding of Utilities - Phase II

**Project Limits:** Approximately 9.73 miles of streets bounded on the east by Collins Ave, on the west by Biscaya Dr./Bay Dr., on the south by 88<sup>th</sup> Street and on the north by 96<sup>th</sup> Street.

**BACKGROUND**

The Town has requested KCI coordinate efforts towards completing undergrounding of utilities within the areas identified above, transmission lines excluded. Undergrounding of utilities is a phased process; the scope for each phase is defined by its predecessor. Although the intent is to provide a complete scope of services, individual tasks will be accomplished through a series of task work orders under a general services agreement.

The Town's Undergrounding Project will consist of three (3) Phases.

- Phase I Preparation of Utility Coordination Plans (50% Production Effort). *Previously completed by KCI*
- Phase II Bid Documents (100% Plans and Specifications.)
- Phase III Contract Administration/Construction Engineering and Inspection (CEI)

**This work order is for Phase II only.** KCI will function as Design Engineering Consultant by preparing 100% design level drawings, for obtaining competitive bids, working in conjunction with the six (6) designs, i.e., four (4) to be provided by the following utilities: FPL, AT&T, Atlantic Broadband and Hotwire, and two (2) additional conduit design layouts (provided by KCI for the Town's decorative lighting program and the Town's spare conduits).

The Town's representative, HPF Associates, Inc., will initiate and conduct coordination activities with each utility and provide the contact personnel, phone number and email addresses of each utility design representative to KCI once the design process is underway.

### **GENERAL PARAMETERS**

General parameters have been conveyed to KCI by the Town's representative, HPF Associates, Inc., for the purpose of developing the scope for this task work order, that includes the following:

1. Project boundaries are from Collins Ave. west to Biscaya Dr./Bay Dr. and from 88<sup>th</sup> Street north to 96<sup>th</sup> Street, approximately 9.73 miles serving primarily single-family residences that may require 1-2 subaqueous crossings. The project limits are the same as Phase I except the addition of the alley between Harding Ave. and Collins Ave. from 88 St. to 96 St., referred to as the Commercial Corridor. The Commercial Corridor work is included in the FEE section of this task work order as an ALLOWANCE due to the unknown issues associated with this scope of the project.
2. Provide common trench with FPL conduits on the bottom of the trench, with three (3) low voltage utilities and the Town's decorative lighting and spare conduits above. All FPL service handholes to be located half on private property and half on existing R/W on the side of individual property for best access to the existing meters. FPL equipment to be located within the R/W, except under extreme conditions (whereby easements will be required).
3. KCI to perform a site visit/ field inventory of 1429 +/- homes and users within the project limits, verifying building side of existing handholes, meters and low voltage connection locations as provided by FPL design documents.
4. KCI, along with their sub-consultant Smith Engineering Consultants, Inc., will provide decorative street lighting design. Fixture details to be provided by the Town's representative, HPF Associates, Inc. The design to include pole foundations and conduit, and include, but not be limited to, the following parameters:
  - Photometrics
  - 6 poles/block
  - 20 ft. poles (need specs)

- Luminaires –Acorn type LED
- #6 wire
- 8 service points
- 2-2” conduits

## **Phase II - Preparation of Bid Documents (100% Plans & Specifications)**

### **SCOPE OF SERVICES**

KCI has been notified that survey will not be in the project scope of work. In lieu of a new topographic survey, KCI will use information provided in the Town’s GIS website for R/W, property lines and parcel building data in developing base sheets for use in the preparation of the undergrounding construction plans. KCI to refer to the following link:

**<https://townofsurfsidefl.maps.arcgis.com/apps/webappviewer/index.html?id=fa2a8c8cb9f64dfbaaca0bd31032bd06>**

Services to be provided by KCI under this Task Work Order shall pertain to Preparation of Technical Bid Documents (Phase II), including quantified Bid Tabulation Form, within the street boundaries noted herein. In addition to the identified Phase II work, tasks for subsequent phases will be defined under separate work order(s).

Services for this work order shall include the following:

### **Civil Engineering Services**

#### **Task 2.01 - Kickoff Meeting:**

KCI will meet with Town representatives, HPF Associates, Inc., and establish specific parameters for the project. General criteria to be established such as identify the Town’s expectations/desires, identify stakeholders (those with direct influence or interest in the project), and reviewing the process/requirements for undergrounding. Initial discussions will include preliminary schedule, critical timelines and other issues with potential impact on Phase II of the project.

#### **Task 2.02 – Site Visit/Field Inventory:**

KCI will provide a 2-person team to perform a visual inventory of 1429 +/- homes and users within the project limits, identifying building side of existing handholes, meters and low voltage connections. The estimated effort the field inventory is based on a 4-week duration and is

predicated that sufficient information from FPL is received in a timely manner. If not received in time of commencement of the site inventory, a supplemental work order will be presented to the Town for execution prior to completing the field work. KCI will provide markups of findings on the FPL provided plans. This inventory will be used to develop the 100% design plans addressing FPL electrical services to each home/user.

**Task 2.03 – Coordination Meetings with Town, FPL and Participating Utilities:**

HPF Associates, Inc. initially will meet with each of the utilities identified above and request CADD files of each of their final designs. Meetings with each of the utilities are critical to understanding their specific concerns and requirements for approval and moving the project forward.

KCI will attend one (1) kick-off meeting and up to sixteen (16) bi-weekly progress meetings with the Town's representative and participating utilities in attendance when deemed necessary. These meetings may be virtual meetings utilizing Teams, Zoom, or similar platforms.

KCI to prepare Meeting Agendas and provide Meeting Minutes and distribute accordingly.

**Task 2.04 - Research Existing Conditions:**

Existing As-Built Data Collection from Utilities

KCI will request a Design Ticket (from Sunshine 811) identifying existing utilities within the project limits. Anticipated utilities include: Town of Surfside (some as-builts were provided by the Town in Phase I), Miami -Dade WASD, Miam-Dade RER, SFWMD, TECO Gas, etc. Information in the form of atlases, right-of-way maps, survey, record plats, as-builts and the Town's GIS will be used to create a base file of information for the undergrounding corridor. KCI will perform data collection to ascertain existing utilities and other potential constraints as part of this task to develop plans to a 100% design level. Once compiled, information is analyzed for sufficiency. Deficient information is further analyzed to determine absolute necessity for the project and detailed information, i.e., soft digs as needed.

SUE Services and Soft Digs

Where determined necessary, but unavailable during preliminary design development, additional information may be required during the 100% plans development phase, i.e., soft digs as part of SUE services to be provided by KCI. KCI will perform up to sixty (60) Level A soft digs. The end result is the creation of a base-file depicting existing conditions used for the purpose of the 100% design.

### Topographic Survey

Detailed topographic survey to obtain rim and invert elevations for gravity sewer and stormwater systems *is not a provided line item of this proposal*. However, if incidental topographic survey, drone survey/verification, sketches/legal descriptions for easements and other survey services are requested, there is a Contingency Allowance provided for such requests. Refer to Task 2.08.

### **Task 2.05 – Utility Coordination:**

KCI, in conjunction with HPF Associates, Inc., will request final designs from FPL and the other participating utilities including removal of their above ground facilities (poles, wires, etc.) and coordinate placement of new aboveground utility boxes transformers, pull boxes, risers, pedestals, etc. within the public R/W. KCI will coordinate with each utility to establish new preliminary routing of the common undergrounding open trench throughout the plan preparation by combining all utilities into the common trench for the 100% plans. KCI will identify requirements of utilities, pursue associated easements, and terms for service re-connections as required.

### **Task 2.06 – Preparation of Construction Plans (Composite Plan of Participating Utilities:**

Utilizing a base file developed from existing data obtained from the Town and FPL design, KCI will incorporate design input from the other participating utilities in preparing a cohesive set of plans identifying proposed composite undergrounding improvements.

Proposed improvements will show common trench undergrounding of (1) the participating utilities, (2) the associated Town's decorative street lighting conduits and (3) the Town's requested spare conduits, within the existing rights-of-way. Specifications will be indicated on the design plans.

Improvements such as modifications and/or improvements to roadway sections, landscape, irrigation, lighting, walls, fences, paver driveways, drainage, or other private improvements within the existing rights-of-way **are not included**.

Using a fixture designated by the Town, Decorative Street Lighting Plans will be prepared to determine spacing and location of light poles, based on standard photometrics requirements. The 100% plans will indicate a complete lighting design for the Phase II bid documents.

Plans will not address restoration of improvements outside of the exiting street rights-of-way. Location of individual service connections will be identified based upon information provided to KCI by the Town and KCI's field assessment/inventory.

Easements, if required, will be assumed to be readily obtainable. Transformers and equipment will be placed at or near existing grade without concern for the 100-yr flood elevation (as confirmed with FPL). KCI recognizes the requirement that utilities crossing waterways cannot be hung from or attached to bridges and must be considered for directional drilling. KCI assumes information necessary for and permitting of sub-aqueous crossings to be provided by the individual utilities and not KCI's responsibility. Utilities will be within shared easements where possible and located under sidewalks, green-space, or roadway.

Landscape, irrigation, and tree relocation are assumed to be unnecessary for 100% plans and therefore not included in this task. However, if requested, there is a Contingency Allowance provided for such requests. Refer to Task 2.08

Plans to be prepared at scale of 1" = 20'. Plans are anticipated to include the following:

- Cover Sheet

- Key Map

- General Notes

- Existing Conditions Plan (61+/- sheets)

- Plans of Proposed Conduit Details identifying each utility conduit/wire size; color coded (61+/- sheets)

- Plans of Proposed Common Trench, composite of all participating utilities (61+/- sheets)

- Undergrounding Detail Sheets

- Erosion Control Plans

- Decorative Street Lighting Plans (61+/- sheets)

- Street Lighting Detail Sheets

- Pavement/Curb /Hardscape Restoration Plans

- Milling and Resurfacing Plans (all streets impacted by the common trench construction) (61+/- sheets)

- Summary of Quantities Sheet

**Task 2.07 – Bid Assistance (RFQ/RFP or RFP Options):**

KCI will attend a Pre-Qualification review meeting with the Town. KCI will also attend a Pre-Bid Meeting with interested contractors, to discuss the specifics of the intended scope of work. KCI will respond to Contractors RAIs at the meeting and during the subsequent bid period and assist the Town with contractor selection and award.

**Task 2.08 – Contingency Allowance:**

A Contingency Allowance is provided for incidental topo survey, drone survey /verification, sketches/legal descriptions for easements, other requested survey services, landscape and irrigation impacts, tree relocation and other miscellaneous unforeseen items that may be required. Written approval from the Town will be required prior to KCI’s commencement of any contingency related work.

**Additional Required Task - Opinion of Probable Cost (By Others)**

Upon completion of the 100% level plans, HPF Associates, Inc., will prepare an Opinion of Probable Cost, coordinating with and receiving cost input from FPL, all participating utilities in the underground conversion, and KCI prior to issuance of contract documents to perspective bidders.

**Town’s Responsibility:**

1. Provide KCI with Town’s standard front-end bid documents.
2. Provide KCI with FPL and all participating utilities electronic base files in CADD format, if readily available
3. Provide KCI with utility information for Town water, sewer, and drainage systems from atlas, as-builts, test-holes and survey.
4. Coordinate services of utility soft dig test-holes as needed
5. Provide policy enabling utilities to be placed within rights-of-way.
6. Attendance at meetings with participating utilities (as required).
7. Identify lighting fixture, decorative pole to be used for 100% plans design
8. Review and approve plans for compliance with general intent
9. Act as liaison with Residents as necessary
10. Solicit input from Residents with regards to existing service locations if needed
11. Town shall provide access to private properties, issue ID badges for KCI personnel to perform site visits and meter inventory

**Deliverables:**

Two (2 sets) of 24” x 36” hard copies of 100% plans

Digital PDFs via email and one (1) USB flash drive of 100% plans

**Timeline/Schedule of Performance:**

KCI is to provide completed 100% bid documents within ***270 days from the date of receipt of final design plans*** from FPL.



Completion date may be impacted if extensive delays in receiving the final designs from other participating utilities (AT&T, Atlantic Broadband and Hotwire) are encountered. KCI will communicate closely with the Town regarding delays experienced that may impact the above noted completion date and adjustments to the schedule will be made accordingly.

**Compensation:**

See hour estimate spreadsheets for each task as Exhibit A and Exhibit B.

**Design Team/KCI Primary Contact:**

Robert Zuccaro, PE                      Sr. Project Manager

**Design Team/KCI Personnel Assigned:**

Bruce Reed, RLA	Contract Manager
Robert Zuccaro, PE	Sr. Project Manager
Nicholas Leone, PE	Sr. Project Engineer
Jonathan Geiger, EIT	Project Engineer
Byron Reynolds	Project Engineer
Yaritza Davila	Design Engineer
Joi-Phyle Hallem	Project Assistant

**Sub-consultant - SEC Consultants, Inc. (Decorative Street Lighting):**

Larry Smith, PE                      Principal

**Prepared by:** \_\_\_\_\_ **Approved by:** \_\_\_\_\_

Robert Zuccaro, P.E.  
Senior Project Manager

Bruce Reed, RLA  
Regional Practice Leader

**PURSUANT TO FLORIDA STATUTE § 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF KCI TECHNOLOGIES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.**

**Guarantee:** In consideration of the execution of this contract and extension of credits, the signatory does hereby unconditionally and personally guarantee the payment of all fees and expenses arriving out of said contract.

**Work Authorized by:**

\_\_\_\_\_  
(Name of Municipality)

\_\_\_\_\_  
(Print or Type Name) (Title)

\_\_\_\_\_  
(Signature) (Date)



# Surfside Undergrounding - Phase II

## EXHIBIT B

### KCI FEE CALCULATION

4/28/2022

Role	Rate	Hours	Extension
Project Assistant	\$70.00	399	\$27,930.00
Engineer In Training	\$105.00	5013	\$526,365.00
Project Engineer	\$160.00	1699	\$271,840.00
Sr. Project Manager	\$180.00	933	\$167,940.00
Practice Leader	\$200.00	146	\$29,200.00
SUE Services -Soft Digs	N/A		\$ 39,000.00
SEC Consulting, Inc. Sub-consultant -Street Lighting	N/A		\$ 170,775.00
Commercial Corridor Allowance			\$ 100,000.00
Reimbursables			\$ 5,000.00
Sub -Total			\$1,338,050.00
Continency (10%)	N/A		\$133,805.00
<b>TOTAL ESTIMATED FEE</b>			<b>\$1,471,855.00</b>