

**RESOLUTION NO. 2024- 3340**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CHROME ENGINEERING, INC., FOR STRUCTURAL PLAN REVIEW 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 Chrome Engineering, Inc. ("Consultant") for professional engineering services, in accordance with the Professional Services Agreement for such services executed by the parties (the "Agreement"); and

**WHEREAS**, in accordance with the provisions of the Agreement, Consultant and the Town have agreed to authorize the Consultant to provide structural plan review services for the Town ("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 \$90,000.00 per fiscal year; and

**WHEREAS**, pursuant to the Agreement, 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 Town Commission hereby approves the Agreement for the Services with the Consultant, in substantially the form attached hereto as Exhibit "A".

**Section 3. Authorization: Expenditure of Funds** 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 \$90,000.00 per fiscal year (October 1-September 30), in accordance with the Agreement, 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 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 12th day of November, 2024.

Motion By: Commissioner Velasquez  
Second By: Vice Mayor Paul

**FINAL VOTE ON ADOPTION:**

Commissioner Ruben A. Coto	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Commissioner Gerardo Vildostegui	<u>Yes</u>
Vice Mayor Tina Paul	<u>Yes</u>
Mayor Charles W. Burkett	<u>Yes</u>

**ATTEST:**

Sandra N. McCready, MMC  
Town Clerk



\_\_\_\_\_  
Charles W. Burkett, Mayor

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

\_\_\_\_\_  
Mark Blumstein  
Town Attorney

**EXHIBIT "A"**

**Professional Services Agreement**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF SURFSIDE  
AND  
CHROME ENGINEERING, INC.**

**THIS SERVICES AGREEMENT** is made effective as of the \_\_\_\_ day of October 2024 (the "Effective Date") between the **TOWN OF SURFSIDE**, a Florida municipal corporation, whose principal address is 9293 Harding Avenue, Surfside, Florida 33154 (hereinafter referred to as "Town") and **CHROME ENGINEERING, INC.**, whose principal address is 16650 SW 88 Street, Suite 205, Miami, Florida 33196 (hereinafter referred to as "Consultant").

**NOW, THEREFORE**, the Town and the Consultant, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

**SECTION I. SCOPE OF SERVICES**

1.1 Consultant shall provide Structural Plan Review for the Town (the "Services"), as further outlined in Exhibit "1" attached hereto.

1.2 The Town may request changes that would increase, decrease, or otherwise modify the Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of this Agreement, prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

## **SECTION 2. DELIVERABLES**

2.1 The Consultant shall provide the Town with Services, as determined by the Town's Building Official.

## **SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE**

3.1 **Term.** This 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 Agreement. The Town Manager, in his sole and absolute 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 in writing by the Town Manager.

3.2 **Commencement.** Services provided by the Consultant under this Agreement and the time frames applicable to this 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.

3.4 All limitations of time set forth in this Agreement are of the essence.

**SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION**

4.1 **Compensation**. Consultant shall be compensated for the provision of the Services in accordance with Exhibit "2," "Consultant's Fees/Hourly Billing Rates," of the Agreement. Consultant shall be paid at the rate set forth at Exhibit "2" and based on hours of service provided, not to exceed \$90,000 per fiscal year (October 1-September 30).

4.2 **Reimbursable Expenses**. The following expenses are reimbursable and will be billed at actual cost: Travel and accommodations (requires prior written approval), 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, as identified by the specific project number, monthly and in a timely manner. These invoices shall identify the nature of the work performed.

5.1.2. **Florida Prompt Payment Act**. The Town shall pay the Consultant 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 of dispute of all or a portion of an invoice submitted to the Town for payment to the Consultant, 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 satisfy the Town's dispute or request within five (5) working days of the date of the Town's notice. The Town may request additional information, including but not

limited to, invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole and absolute 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 learns that any representations by 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 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 this Agreement, and the cause thereof, is corrected to the Town's reasonable satisfaction.

5.4 **Retainage.** Not applicable.

5.5 **Final Payment.** The Town's payment of 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 Services, are 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 Service 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 to substantially perform in accordance with its material terms through no fault of the party initiating the termination. If 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 following which the Consultant shall incur no further obligations in connections with the Agreement and shall, to the extent possible, terminate any outstanding sub-consultant obligation. The Consultant shall be compensated for all work 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 shall comply with the provisions of Section 5.1. Under no circumstances shall the Town make payment to the Consultant for services not performed.

6.3 **Assignment Upon Termination.** Upon termination of this 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 Agreement. Upon the Town's request, the Consultant shall additionally assign its rights, title and interest under any subcontractors' 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.

## **SECTION 7. INDEMNIFICATION AND INSURANCE**

7.1 Consultant shall indemnify and hold harmless the Town, its elected officials, officers, employees, agents, volunteers and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Town, its elected officials, officers, employees, agents, volunteers or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Consultant or its employees, agents, servants, partners, principals or subcontractors. Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Town, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town, its elected officials, officers, employees, agents, and instrumentalities as herein provided.

Consultant shall furnish to the Town Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

Comprehensive General Liability ("CGL") insurance, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, and Two Million Dollars (\$2,000,000) aggregate.

Worker's Compensation for all employees, as required by law, and which policy must include Employer's Liability with minimum limits of \$1,000,000.

Business Automobile Liability which shall include coverage for all business owned and business hired vehicles for minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence, One Million Dollars (\$1,000,000) per accident for bodily injury and One Million Dollars (\$1,000,000) per accident for property damage.

Insurance required of the Consultant shall be primary to, and not contribute with, any insurance or self-insurance maintained by the Town. Such insurance shall not diminish Consultant's indemnification and obligations hereunder. The insurance policy(ies) shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the Town with a minimum A.M. Best rating of A-Excellent. Before any Deliverables are due under this Agreement, and at any time upon request, Consultant shall furnish to the Town certificates of insurance evidencing the minimum required coverage and shall be appropriately endorsed for contractual liability, with the Town named as additional insured. All policies shall contain a waiver of subrogation endorsement. All policies and certificates shall be in forms and issued by insurance companies acceptable to the Town. All insurance policies and certificates of insurance shall provide that the policies may not be canceled or altered without thirty (30) days prior written notice to the Town. The Town reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by the Consultant hereunder. Consultant shall also require and ensure that each of its subcontractors, if any, providing services hereunder (if any) procures and maintains, until the completion of the Agreement, insurance of the types and to the limits specified herein. ANY EXCEPTIONS TO THE INSURANCE REQUIREMENTS IN THIS SECTION MUST BE APPROVED IN WRITING BY THE TOWN.

**NOTE: CERTIFICATE HOLDER MUST READ TOWN OF SURFSIDE, FL**

Compliance with the foregoing requirements shall not relieve Consultant of its liability and obligation under this section or under any other section of this Agreement.

If Consultant fails to submit the required insurance documents within fifteen (15) calendar days after written request of such documents by Town, Consultant shall be in default of the contractual terms and conditions and Town may, at its sole and absolute discretion, terminate this Agreement for cause. If insurance certificates are scheduled to expire during the contractual period, Consultant shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of thirty (30) calendar days prior

to expiration. If expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town may suspend payments under the Agreement until such time as the new or renewed certificates are received by the Town in the manner prescribed in the Agreement.

## **SECTION 8. CONFIDENTIALITY**

- a) Each party shall inform all its officers, employees, agents, subagents, and subcontractors of the confidentiality provisions of this Agreement and shall ensure that all its officers, employees, agents, subagents, and subcontractors performing Services hereunder adhere to the confidentiality requirements of this Agreement.
  
- b) Any and all materials which are developed or were originally acquired by the Consultant outside the scope of this Agreement, which Consultant desires to use hereunder, and which Consultant deems to be proprietary or confidential, must be specifically identified by Consultant to the Town Manager as proprietary or confidential, and shall be plainly and prominently marked by Consultant as "PROPRIETARY" or "CONFIDENTIAL", if applicable. Accordingly, Town agrees to treat (and take precautions to ensure) that its employees treat such materials as confidential in accordance with the confidentiality requirements and conditions set below.
  
- c) All Town data, transactions of all forms, financial information, and other documentation obtained from the Town in connection with the Services performed under this Agreement, made or developed for Town by Consultant, in the course of the performance of the Agreement, or which Town holds the proprietary rights, constitute Confidential Information and may not, without prior written consent by the Town, be used by Consultant or its employees, agents, subcontractor or suppliers, for any purpose other than for the benefit of the Town, unless required by law.

- d) In addition to the foregoing, Town Data as well as all Town employee information and Town financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither Consultant nor its employees, agents, subcontractor, or suppliers may sell, transfer, publish, disclose, modify, delete, display, license or otherwise make available to others any part of such Confidential Information without prior written consent of the Town. Additionally, Consultant expressly agrees to be bound by and to defend, indemnify and hold harmless the Town, and its elected officials, officers and employees, from breach of any federal, state, or local law regarding the privacy of individuals.
- e) Consultant shall promptly advise the Town in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor or supplier's employees, present or former. In addition, Consultant agrees to fully cooperate and assist as necessary to ensure the confidentiality of the Confidential Information.

## **SECTION 9. PUBLIC RECORDS**

- a) Consultant agrees to keep and maintain public records in its possession or control in connection with its performance under this Agreement. The Town Manager or his 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 Consultant related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant 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.

- b) Upon request from the Town's custodian of public records, Consultant 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.
- c) Unless otherwise provided by Law, all records, including but not limited to reports, other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- d) Upon completion of this Agreement, including any extensions or renewals thereof, or in the event of termination by either party, all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant 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, including any extensions or renewals thereof, the Consultant shall destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- e) Any compensation due to the Consultant shall be withheld until all records are received as provided herein.
- f) Provider's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

g) **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.**

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONSULTANT SHALL CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records: Town Clerk**  
**Mailing address: 9293 Harding Avenue**  
**Surfside, FL 33154**  
**Telephone number: 305-861-4863**  
**Email: smccready@townofsurfsidefl.gov**

h) Consultant agrees not to use or disclose, either directly or indirectly, to any person, firm or corporation, Privacy Protected Information of any kind, nature, or description that is disclosed by or obtained by the Consultant or discovered by the Consultant. As used herein, "Privacy Protected Information" means non-public personal information regarding customers of Town, employees of Town, or third-party consumers having contact with Town, the confidentiality of which Consultant and Town are obligated to maintain pursuant to Chapter 119 (Public Records), of the Florida Statutes and Sections 2.420 and 2.430 of the Florida Rules of Judicial Administration. In the event Town is required to defend an action on a Public Records Request, Consultant agrees to indemnify and hold harmless Town from and against any and all liability, damages, costs, and expense arising in connection with such action. The provisions of this Article shall survive the termination of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the date herein above set forth.

**TOWN OF SURFSIDE,**  
a Florida Municipal Corporation

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Peter Jankowski  
Town Manager  
Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154  
Miami-Dade: (305) 861-4863

**Attest:**

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Sandra N. McCreedy, MMC, Town Clerk

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

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Mark Blumstein, Town Attorney

**CHROME ENGINEERING, INC.,**  
a Florida Profit Corporation

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Oscar J. Cruz, Principal  
16650 SW 88 ST., Suite 205  
Miami, Florida 33196



**EXHIBIT "1"**

## **Exhibit "1"**

**Structural Plan Review Services.** In providing Structural Plan Review Services, the Consultant shall:

- √ Provide plan review services electronically or in the traditional paper format
- √ Review plans for compliance with adopted building codes, local amendments or ordinances
- √ Be available for pre-submittal meetings by appointment
- √ Communicate plan review findings and recommendations in writing
- √ Return a set of finalized plans and all supporting documentation
- √ Provide review of plan revisions and remain available to applicant after the review is complete

**Timeline for Performance.** Consultant shall provide Structural Plan Review Services in a timely manner, as outlined below:

- √ Services will be performed during normal business hours, excluding municipal holidays.
- √ Services will be performed on an as needed, as requested basis
- √ Consultant's representative(s) will be on-site weekly, based on activity levels
- √ Consultant's representative(s) will be available by cell phone and email
- √ Consultant's representative(s) will meet with the public by appointment
- √ Plan review shall be performed timely in accordance with the following schedule: Five (5) business days from receipt

### **Town Obligations**

- √ The Town will issue permits and collect all fees
- √ The Town will intake plans and related documents for pickup by Consultant and/or submit to the Consultant electronically
- √ The Town will provide a monthly activity report that will be used for monthly invoicing
- √ The Town will provide zoning administration for projects assigned to Consultant
- √ The Town will provide code books for front counter use
- √ The Town will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax

**EXHIBIT "2"**



**SCHEDULE B**

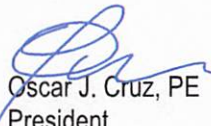
**Date:** October 18<sup>th</sup>, 2024  
**To:** **Town of Surfside**  
9293 Harding Avenue  
Surfside, FL 33154  
(305) 861-4863  
**Attention:** Mr. Mark Blumstein, Town Attorney  
**Ref.:** Structural Plans Examiner – Contract  
**Subject:** Proposed Consultant Hourly Rates

Dear Mr. Blumstein:

**CHROME ENGINEERING, INC.** proposes the following hourly rate for the position of Structural Plans Examiner.

Position	Hourly Rate
Structural Plans Examiner	\$133.00

Sincerely,

  
Oscar J. Cruz, PE  
President  
Senior Structural Engineer  
Chrome Engineering, Inc.