

**AMENDMENT NO. 7
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
SAVINO MILLER DESIGN STUDIO, P.A.,
DATED MAY 19, 2016**

**FOR ADDITIONAL ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE
FUTURE COMMUNITY PARK (FORMER PAR 3) PROJECT,
IN AN AMOUNT NOT-TO-EXCEED OF \$122,200.00**

This Amendment No. 7 to the Agreement, made and entered into this ____ day of _____ 2024, by and between the CITY OF MIAMI BEACH, a Municipal Corporation existing under the laws of the State of Florida (hereinafter referred to as the "City"), having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139, and **SAVINO MILLER DESIGN STUDIO, P.A.**, a Florida Corporation, having its offices at 12345 NE 6 Avenue, Miami, Florida 33161 (hereinafter referred to as the "Consultant").

RECITALS

WHEREAS, on December 9, 2015, the Mayor and City Commission adopted Resolution No. 2015-29234, authorizing the negotiation and execution of a Professional Services Agreement with the firm of Savino Miller Design Studio, P.A., ("Consultant"), to provide professional services for the planning, design, bid, award and construction administration of the Future Community Park (former Par 3) Project (the "Project"); and

WHEREAS, on May 19, 2016, a professional services agreement was executed in the amount of \$933,465; and

WHEREAS, on January 26, 2018, the City approved Amendment No.1, in the amount of \$32,295, for design services, to incorporate the reduction and reconfiguration of the lake; removal of the parking lot from the west side of the property; increase the parking along Pinetree Drive; and reconfigure the walkway and jogging path; and

WHEREAS, on May 16, 2018 the Mayor and City Commission adopted Resolution No. 2018-30291 approving Amendment No. 2, in the amount of \$35,698, for additional Architectural and Engineering Design Services associated with the site changes due to Hurricane Irma debris removal operation; and

WHEREAS, on September 12, 2018 the Mayor and City Commission adopted Resolution No.2018-30492 approving Amendment No. 3, in the amount of \$126,781, for additional Architectural and Engineering Design Services associated with the resiliency and sustainability strategies; and

WHEREAS, on April 10, 2019 the Mayor and City Commission adopted Resolution No. 2019-30764 approving Amendment No. 4 in the amount of \$50,100, for extended coordination with Miami-Dade County Regulatory and Economic Resources (RER), installation of additional wells, groundwater sampling and preparation of groundwater flow modeling; and

WHEREAS, on June 24, 2020, the Mayor and City Commission adopted Resolution No. 2020-31291 approving Amendment No. 5 in the amount of \$122,040.65 for additional services associated with the resilient and sustainable elements and additional monitoring and reporting requirements by Miami-Dade County Department of Regulatory and Economic Resources (DRER) for the project; and

WHEREAS, on February 1, 2023, the Mayor and Commission adopted Resolution No. 2023-32453 approving Amendment No. 6 in the amount of \$554,993.30 for additional construction administration services and coordination with the Police Department's consultant during the CCTV security system design; and

WHEREAS, on June 16, 2023, the construction contract with Buslam was executed. Construction commenced in the fall 2023 and is approximately 50% complete; and

WHEREAS, on June 24, 2024, the Mayor and City Commission adopted Resolution No. 2024-33089 directing the Administration to develop, design and implement the installation of Signs of Positive Affirmations at the Bayshore park. The Administration proposes to implement this scope of work under the existing contract for design using the Consultant for Bayshore Park; and

WHEREAS, additionally, the Consultant was asked to coordinate the Bayshore Park project with the design for the Bayshore Traffic Calming project, for areas adjacent to the Project, resulting in additional design and construction administration services; and

WHEREAS, further, the Consultant was requested to include the design, permitting and construction administration for a new sidewalk in the public right of way connecting the Scott Rakow Center to the sidewalk running west from Prairie Ave. The scope was previously removed from the project scope in anticipation of the Bayshore Neighborhood project. However, the sidewalk is required for connectivity within the neighborhood; and

WHEREAS, the Consultant provided a fee proposal in the amount of \$122,200.00 for the additional services, including the signs of positive affirmation, the coordination with the Bayshore Traffic Calming project, the new sidewalk along and outside the property limits and future unforeseen design or construction administration that may be required during construction.

WHEREAS, City staff has reviewed the proposal and has found it to be fair and reasonable; and

WHEREAS, this Amendment No. 7 in the amount of \$122,200.00 will revise the total contract amount to a total of \$1,977,573.45.

NOW, THEREFORE, the parties hereto, and in consideration of the mutual promises, covenants, agreements, terms, and conditions herein contained, and other good and valuable consideration, the respect and adequacy are hereby acknowledged, do agree as follows:

1. **ABOVE RECITALS**

The above recitals are true and correct and are incorporated as a part of this Amendment No. 7.

2. **MODIFICATIONS**

- a. The Agreement is amended to include and incorporate the additional Services, as set forth in Schedule "A", attached hereto.
- b. In consideration for the performance of the additional Services, as set forth in Schedule "B", City shall pay the Consultant the total amount of \$122,200.00.

3. **OTHER PROVISIONS.**

All other provisions of the Agreement, as amended, are unchanged.

4. **RATIFICATION.**

The City and Consultant ratify the terms of the Agreement, as amended by this Amendment No. 7.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 7 to be executed in their names by their duly authorized officials as of the date first set forth above.

ATTEST:

Rafael E. Granado, City Clerk

Steven Meiner, Mayor

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney *DL* Date 11/13/24

ATTEST:

Secretary

CONSULTANT:
SAVINO MILLER DESIGN STUDIO, P.A

President

Print Name

Print Name

SCHEDULE "A"

SCOPE OF SERVICES

SCHEDULE "A" entitled, "Scope of Services", is amended as follows, and as detailed in Savino Miller Design Studio's proposal dated October 14, 2024.

Task 5.6: NW ENTRY REDESIGN

1. Northwest Entry Improvements Redesign: Schematic Design, revision to the Park Construction Documents, Permitting and Construction Administration of the park's northwest entry improvements inside of the Park property line and sidewalk design in the Right of Way from the Park property line up to new proposed edge of pavement, adjacent to and in coordination with the Roundabout Intersection traffic calming project.

Schematic Design and Revisions to the Construction Documents inside of the Park property line adjacent to the Traffic Calming project shall include work by the Landscape Architect (prime), Civil Engineer and Environmental Engineer, including, but may not be limited to: tree management plan revision, paving, grading, entry sign location, geometry layout plan, lighting, site furniture, planting, and irrigation.

Schematic Design and Revisions to the Construction Documents outside of the Park property line adjacent to the Traffic Calming project are limited to: tree management plan revision, paving and grading, geometry layout plan, and management and capping of contaminated soil. The scope of work does NOT include drainage, irrigation, planting improvements (beyond replacement of sod), site furniture or lighting. See attached diagram of limit of work for this scope from the roadway edge of pavement to the Park property line.

Task 5.7: RIGHT OF WAY DESIGN

1. Park Perimeter Sidewalk: Schematic Design, revision to the Park Construction Documents, Permitting and Construction Administration of the Park right-of-way sidewalk. This component of this project does not include the scope of services pertinent to the roundabout intersection (see Task 5.6). The scope shall include work by the Landscape Architect (prime), Civil Engineer and Environmental Engineer, including, but may not be limited to: emergency access plan revision, tree management plan revision, paving and grading, geometry layout plan, and management and capping of contaminated soil. The scope of work does NOT include drainage, irrigation, planting improvements (beyond replacement of sod), site furniture or lighting. See attached diagram of limit of work for this scope from the roadway edge of pavement to the Park property line.

Task 5.8: AFFIRMATIONAL SIGNAGE (HOURLY, NOT TO EXCEED)

1. Positive Affirmational Signage: SMDS shall prepare up to three (3) design concepts that display the "affirmational messages" for review by the City. Based on their feedback, SMDS shall prepare a Final Sign Display concept for final approval and identify up to twelve (12) locations in the park. Language for the Final Sign Displays shall be provided by the City and be a maximum of twenty-four (24) words in length. SMDS will attend up to three (3) meetings with COMB and/or Youth Commission during the design process. Sign fabrication shall be by others. Additional meetings, bid reviews, board reviews, and/or signs shall be considered additional services.

Task 5.9: DESIGN & CONSTRUCTION CONTINGENCY

1. The project shall include a \$40,000 design and construction contingency. The following summarizes time and costs associated with the required redesign requirements as described above. The Environmental Engineer, Gallagher Bassett Technical Services, anticipates that they have enough fee left in their Construction Administration contract to cover these additional services, so they are not requesting additional money at this time. However, should unanticipated permitting scope with DERM be required, GBTS may request additional services. See accompanying narratives and fee schedules for Coastal Systems International and Savino Miller Design Studio for more detail.

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