

**AMENDMENT NO. 3
TO
THE AGREEMENT FOR CONSTRUCTION MANAGER-AT-RISK SERVICES
BETWEEN THE CITY OF MIAMI BEACH, FLORIDA
AND
KAUFMAN LYNN CONSTRUCTION, INC.
DATED APRIL 30, 2020**

**FOR THE PROVISION OF ADDITIONAL PRECONSTRUCTION SERVICES FOR THE
FIRE STATION NO.1 PROJECT IN AN AMOUNT NOT TO EXCEED \$194,500**

THIS Amendment No. 3 to the Agreement is made and entered this ____ day of _____, 2024, by and between the CITY OF MIAMI BEACH, a municipal corporation existing under the laws of the State of Florida (the "City"), having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139, and KAUFMAN LYNN CONSTRUCTION, INC., a Florida Corporation having its principal office at 3185 South Congress Avenue, Delray Beach, Florida 33445 (the "Contractor").

RECITALS

WHEREAS, on January 15, 2020, pursuant to Request for Qualifications (RFQ) No. 2019-370-ND, the Mayor and City Commission (City Commission) adopted Resolution No. 2020-31112 approving and authorizing the Mayor and City Clerk to execute an agreement with Kaufman Lynn Construction, Inc. (Kaufman Lynn) as Construction Manager at Risk (CMR), for the construction of the new Fire Station No. 1 Facility (Fire Station), to be located at the South Shore Community Center (SSCC), 833 6th Street, in the Flamingo Park Neighborhood in the amount of \$80,000 for Pre-Construction Phase services only with a future Amendment for the final negotiated Guaranteed Maximum Price (GMP) for the construction phase of the project subject to prior approval of the Mayor and City Commission ; and

WHEREAS, the new 29,369 square feet facility for the Fire Station will provide four drive-thru apparatus bays, living spaces, offices, a kitchen, a gym, support facilities and 34 parking spaces; and

WHEREAS, on March 27, 2023, the City Commission adopted Resolution No. 2023-32519, approving Amendment No. 1 to the agreement with Kaufman Lynn for preconstruction services to include the manufacture and installation of a temporary modular structure for use by the Daycare, relocation of the Daycare to the temporary location in Flamingo Park and the structural and electrical infrastructure to support the Apollo Mural's installation on the facade of the Fire Station in the total amount of \$395,000; and

WHEREAS, on July 31, 2023, NTP No. 1A was issued to Kaufmann Lynn for the preparation and submittal of engineered shop drawings for the prefabricated modular buildings necessary for the temporary relocation of the Daycare to 1245 Michigan Avenue, in Flamingo Park; and

WHEREAS, on September 13, 2023, the City Commission adopted Resolution No. 2023-32775, approving Amendment No. 2 to the Agreement with Kaufman Lynn, for the Guaranteed Maximum Price (GMP) for the construction of the Fire Station, the temporary Daycare and the infrastructure for the future installation of the Apollo Mural in the amount of \$24,991,845; and

WHEREAS, on February 21, 2024, the City Commission adopted Resolution No. 2024-32927, item C7 W, directing the City Administration to study the possible relocation of the new Fire Station project to a City-owned site located at the western boundary of Flamingo Park at Alton Road between 11th and 12th Streets (Flamingo Park Site); and

WHEREAS, on March 13, 2024, the City Commission heard item C7 T which proposed suspension of any expenditures towards the Fire Station project, until the City Commission receives and evaluates recommendations on the options and viability of other suitable locations for the Fire Station; and

WHEREAS, in March, the City notified Kaufman Lynn of the suspension of all expenditures pending direction from the City Commission regarding the location of the Fire Station; and

WHEREAS, the amount earned by the CMR during the course of the project is \$1,202,464 including \$80,000 for pre-construction services for the Fire Station, \$22,000 for preconstruction services related to the installation of the Apollo Mural, \$48,000 for pre-construction services for the Daycare, \$57,290 for the preparation of engineered shop drawings for the modular structures, \$981,071 for general conditions, bonds, and insurance, and \$14,103 for assistance with the analysis to relocate the Fire Station to the Flamingo Park Site; and

WHEREAS, the Flamingo Park Site analysis showed that in order to accommodate the new Fire Station, the existing running track will need to be shifted eastward approximately 15', and additionally, the approximately 1700 SF restroom and locker building currently located west of the track, the approximately 800 SF field house located east of the track, and the scoreboard will have to be demolished and reconstructed; and

WHEREAS, on June 26, 2024, the City Commission adopted Resolution No. 2024-33157, authorizing the Administration to proceed with the relocation of the Fire Station to the new proposed Flamingo Park Site, if a countywide referendum is approved by a majority of Miami-Dade County voters and more specifically, a majority of the City of Miami Beach's voters in the aggregate; and

WHEREAS, on August 20, 2024, a countywide referendum was held to approve the construction of a new Fire Station at the Flamingo Park Site, and an overwhelming majority of Miami-Dade County voters voted in favor of the measure, with 75.71% voting in favor and 24.29% opposed; and

WHEREAS, the results of the referendum for Miami Beach precincts indicated strong support from City residents, with every Miami Beach precinct voting in favor of the new location; and

WHEREAS, on September 11, 2024, the City Commission adopted Resolution No. 2024-33259, directing the Administration to collaborate with the design consultant to explore modifications to the concept plans that could prevent shifting the running track and field, provided these changes did not significantly affect cost or duration of the Fire Station construction; and

WHEREAS, on October 30, 2024, a schematic layout for placing the Fire Station at Flamingo Park was presented to the City Commission indicating that the design used at the SSCC site would not fit in Flamingo Park, west of the track without impacting the track and field and that a redesign of the facility is required to accommodate the facility at this location; and

EXHIBIT A

WHEREAS, on October 30, 2024, the City Commission adopted Resolution No. 2024-33345, establishing policy that the Fire Station construction at the Flamingo Park Site shall not result in the relocation of any portion of the running track and field, or any interruption of its use; and

WHEREAS, at the October 30, 2024 meeting, the City Commission also directed the Administration to issue a directive to Wannamacher Jensen Architects, Inc. (WJA) to implement such modifications to the construction drawings for the Fire Station, as necessary to ensure the running track and field will remain where currently located; and,

WHEREAS, at the October 30, 2024 meeting, the City Commission further directed the Administration to prepare the necessary amendment to the professional services agreement between the City and WJA to incorporate the additional design services; and

WHEREAS, as the procurement method for the Fire Station is CMR, and the relocation of Fire Station requires a redesign, an amendment to the agreement with Kaufman Lynn is necessary to include additional preconstruction services during the redesign; and

WHEREAS, Kaufman Lynn has provided a negotiated proposal for preconstruction services in the amount of \$194,500, which includes an allowance of \$50,000 for preconstruction services should the 911 Call Center be added to the Fire Station project, upon direction by the City Commission; and

WHEREAS, as construction has been suspended, pending the redesign at the Flamingo Park Site, the amendment, will also include credits for all unused funds under the Agreement with Kaufman Lynn; and

WHEREAS, Kaufman Lynn's contract amount of \$25,466,845 minus a total amount earned of \$1,202,464, results in an unused balance of \$24,264,381; and

WHEREAS, Amendment No. 3 in the credit amount of \$24,069,881 includes the additional preconstruction services and the unused contract funds; and

WHEREAS, as construction activities will be delayed, the CMR will issue a reimbursement to the City for Builder's Risk Insurance and Payment and Performance Bonds, once those cancellations are processed; and

WHEREAS, City staff has reviewed the negotiated proposal for the additional preconstruction services and found it reasonable for the effort required by the CMR; and

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. 3.

2. MODIFICATIONS

(a) The Agreement is amended, as provided herein and in Schedule "A" attached hereto.

(b) In consideration for the services to be performed under this Amendment

No.3, the City shall pay Contractor the not-to-exceed amount of \$194,500, as provided in schedule "B", attached hereto.

3. OTHER PROVISIONS.

All other provisions of the Agreement, as amended, are unchanged and shall remain in full force and effect.

4. RATIFICATION.

The City and Contractor ratify the terms of the Agreement, as amended by this Amendment No. 3.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be executed in their names by their duly authorized officials as of the date first set forth above.

ATTEST:

CITY OF MIAMI BEACH, FLORIDA

Rafael E. Granado,
City Clerk

Eric Carpenter
City Manager

ATTEST:

CONSULTANT:
Kaufman Lyn Construction, Inc.

Secretary

President

Print Name

Print Name