

**AMENDMENT No. 6  
TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN**

**THE CITY OF MIAMI BEACH, FLORIDA  
AND  
STANTEC CONSULTING SERVICES INC.,**

**DATED  
JUNE 8, 2012**

**FOR ADDITIONAL DESIGN CRITERIA PROFESSIONAL SERVICES  
FOR NEIGHBORHOOD NO. 13: PALM & HIBISCUS ISLANDS RIGHT-OF-WAY  
INFRASTRUCTURE IMPROVEMENTS**

This Amendment No.6 to the Agreement made and entered this \_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Miami Beach, a municipal corporation existing under the laws of the State of Florida (hereinafter referred to as CITY), having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139, and Stantec Consulting Services Inc. having its principal office at 901 Ponce de Leon Boulevard, Suite 900, Coral Gables, Florida, 33134 (hereinafter referred to as CONSULTANT).

**RECITALS**

**WHEREAS**, on June 8<sup>th</sup>, 2012, pursuant to the adoption of Resolution No. 2012-27832, the Mayor and City Clerk executed the Professional Services Agreement for Architectural and Engineering Services with Stantec Consulting Services Inc. (CONSULTANT) for the ROW Infrastructure Improvement Program Neighborhood No. 13: Palm & Hibiscus Islands Project (PROJECT); and

**WHEREAS**, the Agreement provides for Design Criteria Professional services to develop a Design Criteria Package (DCP) for the Project and to evaluate compliance of the Project construction with the Design Criteria Package, in the not-to-exceed amount of \$523,082; and

**WHEREAS**, on March 22, 2013, Amendment No. 1 to the Agreement was administratively executed in the not-to-exceed amount of \$13,000, for services that include the modification of the Request for Qualifications (RFQ) documents to revise the Project delivery method to a Progressive Design Build, where the Design Builder (DB) will provide a Guaranteed Maximum Price (GMP) at design completion; and

**WHEREAS**, on May 2, 2014, Amendment No. 2 to the Agreement was administratively executed in the not-to-exceed amount of \$17,224, for additional services required to incorporate the New Enhanced Stormwater System Criteria into the project's DCP; and

**WHEREAS**, on March 16, 2015, Amendment No. 3 to the Agreement was administratively executed in the not-to-exceed amount of \$9,900, for additional services required to perform an in-depth internal logic and programming review and tracking of Design/Build team's project schedule within the Primavera software platform for the duration of the project; and

**WHEREAS**, on October 14, 2016 Amendment No. 4 to the Agreement was administratively executed in the not-to-exceed amount of \$45,360, for additional Design Criteria Professional services required for the extended project construction phase; and

**WHEREAS**, on April 26, 2017, the Mayor and City Commission adopted Resolution No. 2017-29840, approving and authorizing the design and implementation of a stormwater system with sufficient capacity to handle both public and private stormwater runoff into the City's system; and

**WHEREAS**, on April 4, 2018, the Public Works Department directed the implementation of a new drainage policy for this project; and

**WHEREAS**, the new drainage policy requires that any property with Finish Floor Elevation (FFE) at or below the new crown of the road may receive a yard drain/catch basin inside the private property. The property owners must execute a license agreement with the City allowing access to their property for the installation of the drain, harmonization and any other required work; and

**WHEREAS**, on October 17, 2018, the Mayor and City Commission adopted Resolution No. 2018-30550, approving Amendment No. 5 in the amount of \$63,690, for additional Design Criteria Professional services, to continue and implement the additional scope related to the new drainage policy dated April 2017 with the Design-Build team and to complete the project; and

**WHEREAS**, On January 8, 2019, the Mayor and City Commission adopted Resolution No. 2019-30863, expanding the scope of stormwater management policy, as contained in the Resolution No. 2017-29840, by committing to the design and implementation of a stormwater system with sufficient techniques to reduce the risk of flooding to both public and private property caused by stormwater runoff in the City and to handle both public and private stormwater runoff into the City's system and directed the administration to develop a policy and engineering solution for private property owners with the City's municipal stormwater system; and

**WHEREAS**, as a result of the Commission's directive (Resolution No. 2019-30863), on April 2019, the Public Works Department directed the implementation of a new drainage policy for this project; and

**WHEREAS**, this Amendment No. 6 for additional Design Criteria Professional services, is necessary to continue and implement the additional scope related to the new drainage policy; and

**WHEREAS**, City staff have evaluated the Consultant's fee proposal (attached) and find that the fees are fair and reasonable; and

**WHEREAS**, this Amendment No. 6 in the lump sum amount of \$80,880 will revise the total contract amount to \$753,136; 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 part of this Amendment No.6.

2. **MODIFICATIONS**

(a) The Agreement is amended to include "Schedule B-1", which is attached and incorporated herein.

(b) In consideration for the services to be performed under this Amendment No. 6, City shall pay the consultant the lump sum amount of \$80,880, as provided in Schedule B-1.

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. 6.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 6 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

\_\_\_\_\_  
Dan Gelber  
Mayor

ATTEST:

CONSULTANT:  
**STANTEC CONSULTING SERVICES, INC.**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Principal

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

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



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August 20, 2019

Mina Samadi  
CAPITAL IMPROVEMENT PROJECTS OFFICE  
1700 Convention Center Drive  
Miami Beach, FL 33139

**Re: Palm and Hibiscus Islands Neighborhood Improvements  
City of Miami Beach, Florida**

Dear Ms. Samadi:

As discussed, please find the enclosed extension of funds for the Design Criteria Oversight for the Palm and Hibiscus Islands project. These services are being performed under the City of Miami Beach Contract "PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES FOR RIGHT OF WAY INFRASTRUCTURE IMPROVEMENT PROGRAM NEIGHBORHOOD NO. 13: PALM & HIBISCUS ISLANDS".

At this time, the project has entered an extended phase of construction due to several changes in scope. The primary reason for the extension is the need to customize and permit individual connections to private properties that qualify for a direct drainage connection based on the updated City policy. It is anticipated that the new policy will affect somewhere between 95-108 properties. Furthermore, it was requested that the contractor install new standby generators at the three pump stations on the project. Please accept this proposal to extend our services so that we may continue to serve the City. This proposal is structured to extend services through March of 2020.

All tasks under Task 5: Construction Administration-Construction Phase

- Oversight of Construction including construction meetings, distributing minutes, monitoring field inspections, periodic field visits, payment certification and Quality Control of the inspection services.
- Extended Duration of C/A for the DCP Engineer including ongoing responsibilities for monitoring construction, attending meetings, witnessing field testing and reviewing documentation
- Project Submittal Reviews including additional reviews required for contractor submittals, progress reporting, quality control, substantial and final completion resulting in extended review time for the DCP Engineer
- Oversight and review for plans and shop drawings related Standby Generators at the Stormwater Pump Stations.

As you know, the project scope and schedule has expanded beyond what was initially intended. We respectfully request these funding resources be allocated to allow us to continue assisting the City in our on-going efforts to address the above scope and schedule expansion.

Stantec will invoice on a **LUMP SUM BASIS** for the percentage completion of the services rendered.

The anticipated fee based on the assumptions noted will be as outlined in the attached spreadsheet and summarized as follows;

|                                |                    |
|--------------------------------|--------------------|
| <b>TOTAL LUMP SUM LABOR =</b>  | <b>\$80,880.00</b> |
| <b>REIMBURSABLE EXPENSES =</b> | <b>0.00</b>        |
| <hr/>                          |                    |
| <b>TOTAL LUMP SUM =</b>        | <b>\$80,880.00</b> |

We thank you for the opportunity to provide the City of Miami Beach with our services and we are ready to begin working under this assignment upon receipt of the Purchase Order.

Sincerely,

**STANTEC CONSULTING SERVICES INC.**



Jeffrey Crews, P.E., LEED AP  
Principal  
Tel: (954) 481-2812 x 235  
Fax: (954) 481-2818  
Email: [jeff.crews@stantec.com](mailto:jeff.crews@stantec.com)

**ESTIMATE OF WORK EFFORT AND COST**  
**SCHEDULE B -1**

Name of Project: Extended DCP Services  
Palm and Hibiscus Islands  
County: Miami-Dade  
Miami Beach Contract

Stantec Consulting Services Inc.

8/20/2019  
J. Crews

|               |   | Project Principal | Project Manager | Senior Engineer | Engineer | CAD Tech | Clerical | Senior CEI Inspector | Labor Cost By Activity | Total Per Phase    |
|---------------|---|-------------------|-----------------|-----------------|----------|----------|----------|----------------------|------------------------|--------------------|
|               |   | \$150.00          | \$120.00        | \$120.00        | \$101.00 | \$55.00  | \$35.00  | \$90.00              |                        |                    |
| <b>TASK 5</b> | <b>CONSTRUCTION PHASE (EXTENDED SERVICES)</b> |                   |                 |                 |          |          |          |                      |                        |                    |
| 5.01          | Construction Management                       |                   | 336             |                 |          |          |          |                      | \$40,320.00            |                    |
| 5.02          | Extended Duration DCP                         |                   | 264             |                 |          |          |          |                      | \$31,680.00            |                    |
| 5.03          | Project Submittal Reviews                     |                   | 50              |                 |          |          |          |                      | \$6,000.00             |                    |
| 5.04          | Standby Generator Oversight and Review        |                   | 24              |                 |          |          |          |                      | \$2,880.00             |                    |
|               |   |                   |                 |                 |          |          |          |                      |                        | \$80,880.00        |
|               |   |                   |                 |                 |          |          |          |                      |                        |                    |
|               |   |                   |                 |                 |          |          |          |                      |                        |                    |
|               |   |                   |                 |                 |          |          |          |                      |                        |                    |
|               |   |                   |                 |                 |          |          |          |                      |                        |                    |
|               |   |                   |                 |                 |          |          |          |                      |                        |                    |
|               |   |                   |                 |                 |          |          |          |                      |                        |                    |
|               |   |                   |                 |                 |          |          |          |                      |                        |                    |
|               | <b>Total Staff Hours</b>                      | 0                 | 674             | 0               | 0        | 0        | 0        | 0                    |                        |                    |
|               | <b>Total Staff Cost</b>                       | \$0.00            | \$80,880.00     | \$0.00          | \$0.00   | \$0.00   | \$0.00   | \$0.00               | <b>\$80,880.00</b>     | <b>\$80,880.00</b> |

**SUB-TOTAL: \$80,880.00**

**REIMBURSABLES**

**TOTAL FEE: \$80,880.00**

Notes  
Task 5.01 Oversight and Management Responsibilities for Inspection Services 28 hrs per month for 12 months  
Task 5.02 DCP Involvement for additional Construction Management at 22 hours per month for for 12 months  
Task 5.03 Additional Review for modified design requirements  
Task 5.04 Additional efforts for Generator Scope