

**AMENDMENT No. 5
TO THE PROFESSIONAL
ENGINEERING SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
RIBBECK ENGINEERING, INC.
DATED July 26, 2016**

**FOR THE PROVISION OF ADDITIONAL ENGINEERING SERVICES FOR
THE INDIAN CREEK DRIVE /STATE ROAD (SR) A1A, 26 STREET TO
41 STREET- FLOOD MITIGATION PROJECT IN THE AMOUNT OF
\$350,270.73**

This Amendment No. 5 to the Agreement is made and entered this ____ day of _____, 2020, 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 Ribbeck Engineering Inc., a Florida Corporation having its principal office at 14335 SW 120 St. #205, Miami, Florida 33146 (the "Consultant").

RECITALS

WHEREAS, On March 9, 2016, the Mayor and City Commission adopted Resolution 2016-29332 approving a Department Funded Agreement (DFA) between the City and the Florida Department of Transportation (FDOT) for the cost sharing of a construction project on Indian Creek Drive from 26th to 41st Streets; and

WHEREAS, On June 8, 2016, the Mayor and City Commission adopted Resolution 2016-29456, approving the award of a professional services agreement to Ribbeck Engineering, Inc., in the total amount of \$407,851, to develop the Design Criteria Package (DCP) and conceptual plans for approximately 0.85 miles of Indian Creek Drive; and

WHEREAS, the "Interim" Phase construction for the underground drainage component, including drainage pipes ranging in size up to 72 inches in diameter, drainage structures, 24-inch diameter storm drainage pipes along the side streets, the pump station structure and roadway drainage system is now substantially completed; and

WHEREAS, on April 26, 2017, the Mayor and City Commission adopted Resolution 2017-29839, authorizing the negotiation of Amendment No. 1 to the Professional Services Agreement with Ribbeck Engineering, Inc., in the amount of \$863,171.92 plus a \$86,317.19 contingency, for a total amount of \$949,489.11, to prepare a set of "Interim" construction plans from 25th to 26th Streets, and 26th to 41st Streets, including side streets along the entire project limits; and

WHEREAS, on October 18, 2017, the Mayor and City Commission adopted Resolution 2017-30070, authorizing the negotiation of Amendment No. 2 to the Professional Services Agreement with Ribbeck Engineering, Inc., in the amount of \$1,056,347.77, plus a \$158,452.17 owner's contingency of fifteen percent (15%), for a total amount of \$1,214,799.94, to complete the "Ultimate" Phase final signed and sealed construction plans for the entire project limits; and

WHEREAS, On October 30, 2018, the Mayor and City Commission adopted Resolution 2018-30547, authorizing Amendment No.3 to the Professional Services Agreement with Ribbeck Engineering, Inc., in the amount of \$308,364.46, plus a ten percent (10%) owners contingency in

the amount of \$30,836.05, for a total of \$339,196.50; and

WHEREAS, on July 31, 2019, pursuant to ITB No. 2019-231-KB, the City awarded a contract to Ric-Man Construction Florida in an amount not to exceed \$13,636,984, for the Indian Creek Phase III Improvements from 25th to 41st Street (the Project); and

WHEREAS, on September 11, 2019, the Mayor and City Commission adopted Resolution 2019-30943, authorizing Amendment No.4 to the Professional Services Agreement with Ribbeck Engineering, Inc., in the amount of \$383,670.00; and

WHEREAS, the City is currently in the construction phase of the project, and additional services are required; and

WHEREAS, on June 6, 2020, Ribbeck Engineering Inc. submitted a cost proposal for Amendment No. 5 to the Agreement in the amount of \$350,270.73, to provide additional engineering services for the Project during construction; and

WHEREAS, community representatives have objected to the visibility of the generator at the proposed location and requested that alternative locations be evaluated, after various meetings with the community, the City parking lot at 2660 Collins Avenue, P-55 has been identified as the new proposed location; and

WHEREAS, the relocation of the generator from just north of 29 Street to the alternate location requires additional geotechnical borings and modifications to the roadway plans, drainage plans, electrical plans and structural plans; and

WHEREAS, a separate Commission item for the approval of the generator alternate location is being presented at the June 24, 2020 Commission meeting.

WHEREAS, due to changes in the roadway conditions, additional pavement cores along Collins Avenue are required to revise pavement design to meet FDOT Standards; and

WHEREAS, due to the complexity of this project, the number of meetings required with the Community, utility owners, regulatory agencies and the project team has far exceeded the anticipated contractual requirements; and

WHEREAS, at the request of the Public Works Department, revisions to the seawall plans were done to satisfy the various regulatory agency comments such as Army Corps of Engineers and the South Florida Water Management District; and

WHEREAS, the design and construction of the Indian Creek roadway was hinged on the completion of the seawall project along the waterway which is currently in the permitting phase and additional design is required to provide necessary structural support for the bus bays; and

WHEREAS, this amendment No 5 in the amount of \$350,270.73, including a 20% allowance for unforeseen design tasks, has been reviewed by staff and was found to be fair and reasonable.

WHEREAS, this Amendment No. 5, will bring the total contract amount to \$3,645,277.28; 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. 5.

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. 5, City shall pay Consultant the not-to-exceed amount of \$350,270.73, as provided in schedule "A", 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 Consultant ratify the terms of the Agreement, as amended by this Amendment No. 5.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 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:
RIBBECK ENGINEERING, INC.

Secretary

Principal

Print Name

Print Name