AMENDMENT NO. 2
TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN THE CITY OF MIAMI BEACH, FLORIDA
AND
BURKHARDT CONSTRUCTION, INC.
DATED JANUARY 17, 2017

FOR THE PROVISION OF ADDITIONAL PRECONSTRUCTION PHASE SERVICES RELATED TO REVISED DESIGN FOR THE LINCOLN ROAD IMPROVEMENTS PROJECT IN THE NEGOTIATED, NOT-TO-EXCEED AMOUNT OF $358,145.00

THIS Amendment No. 2 to the Agreement is made and entered this ___day of _____, 2022, 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 BURKHARDT CONSTRUCTION, INC. having its principal office at 1400 Alabama Avenue, Suite 20, West Palm Beach, Florida 33401 (the "Construction Manager").

RECITALS

WHEREAS, on January 17, 2017, pursuant to Request for Qualifications (RFQ) No. 2016-073-KB, the Mayor and City Commission adopted Resolution No. 2016-29447, approving and authorizing the Mayor and City Clerk to execute an Agreement with Burkhardt Construction, Inc., for Construction Manager at Risk Services for the Construction of Lincoln Road District Improvements Project (the Agreement); and

WHEREAS, the Agreement provides for the Construction Manager to act as Construction Manager At-Risk to the City in order to construct the improvements based on the Contract Documents being prepared by James Corner Field Operations (the "Consultant") for the Construction of Lincoln Road District Improvements Project (the "Project"), inclusive of preconstruction phase services and construction phase services with a Guaranteed Maximum Price (GMP) for the Project; and

WHEREAS, the preconstruction phase fee for the Agreement was executed for a lump sum amount of $250,190; and

WHEREAS, on January 2, 2018, the City Manager approved Amendment No. 1 to the agreement, in the amount of $49,220.00 to included additional preconstruction phase services to extend the geographic area of the Project, to include the area Lincoln Road from Washington Avenue to Collins Avenue (200-300 Block); and

WHEREAS, construction cost estimates prepared using the 50% construction documents indicated a projected construction cost of $65M, resulting in the total project cost being approximately $27M over budget; and

WHEREAS, on July 31, 2019, the Mayor and City Commission approved and authorized proceeding with the bidding and construction phases of the project, including a reduction in scope and appropriation of additional funding, bringing the total project budget to $67.6M; and

WHEREAS, the reduction of scope was associated with the omission of the gateway trellis located at the Washington Avenue entrance to Lincoln Road and the omission of the Washington Avenue to Collins Avenue (Lincoln Road 200-300 Blocks) scope; and

WHEREAS, in February 2020, the 90% construction documents were issued by JCFO and the CMR commenced the preparation of the GMP bid packages and finalization of the construction schedule; and

WHEREAS, on March 12, 2020, the City of Miami Beach declared a State of Emergency in response to the Coronavirus 2019 Pandemic (COVID-19) and announced various emergency measures to mitigate the spread of COVID-19, including the immediate closure of non-essential retail businesses which impacted the commercial businesses along the Lincoln Road corridor; and

WHEREAS, market conditions and uncertainty within the construction industry resulted in the Construction Manager advising the City to delay the Guarantee Maximum Price (GMP) process, in order to ensure greater participation by potential bidders; and

WHEREAS, during the Summer of 2020, the Administration advised the project team and the LRBID that the project budget would be limited to the $52.4 million in funding already available to the project; and

WHEREAS, on January 13, 2021, the City Commission directed the Administration to reduce the scope of work and keep the project within the originally allocated total budget of approximately $52.4 million, equating to a construction budget of $34 million to $36 million, inclusive of $5.2 million for water/sewer and drainage infrastructure work to be funded separately from alternate funding sources; and

WHEREAS, on December 8, 2021, the City Commission discussed the project and directed the Administration to include $5.2M of RDA funding, previously set aside, allowing the project to utilize the full, available budget of $57.6M, and pursue an agreement with JCFO to revise the design to reflecting the project budget reductions; and

WHEREAS, from February 2021 to May 2022, the City Administration and City staff met numerous times with JCFO to finalize the scope and terms of the amendment to the Professional Service Agreement with JCFO; and

WHEREAS, on June 22, 2022, the City Commission adopted Resolution 2022-32181 approving Amendment 3 to the Agreement with JCFO for the revision of design for the Lincoln Road Improvements project; and

WHEREAS, the revised design requires additional pre-construction services for cost estimates at various stages, project scheduling, preparation of bid packages, constructability reviews, and the preparation of a GMP; and

WHEREAS, City staff requested a proposal from the CMR for additional pre-construction services for the revised design for the Lincoln Road Improvements project; and

WHEREAS, City staff received a proposal from the Construction Manager in the negotiated not-to-exceed amount of $399,520.00; and

WHEREAS, this Amendment No. 2 shall also include the removal of scope of work not performed in the original base scope of services in the amount of $41,375.00; and

WHEREAS, the scope removal is associated with bidding, project phasing, scheduling, preparation of GMP and the omission of the 200-300 blocks from the project; and

WHEREAS, this Amendment No. 2 to the preconstruction services phase of the Agreement will revise the total contract sum to the not-to-exceed total amount of $657,555.00; 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. 2.

2. MODIFICATIONS

The Agreement is amended, as provided herein and in attached additional preconstruction services proposal.

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. 2.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 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: **Burkhardt Construction, Inc.**
_____	_____