

**AMENDMENT NO. 3
TO THE PROFESSIONAL ARCHITECTURAL
AND
ENGINEERING (A/E) SERVICES AGREEMENT
BETWEEN THE CITY OF MIAMI BEACH, FLORIDA
AND
COASTAL SYSTEMS INTERNATIONAL, INC.
DATED January 17, 2007**

**FOR THE PROVISION OF ADDITIONAL PROFESSIONAL ARCHITECTURAL AND
ENGINEERING SERVICES FOR THE BEACHWALK II – PHASE II PROJECT IN THE
AMOUNT OF \$22,700.**

This Amendment No. 3 to the Agreement is made and entered this ____ day of _____, 2018, 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 COASTAL SYSTEMS INTERNATIONAL INC., a Florida Corporation having its principal office at 464 South Dixie Highway, Coral Gables, Florida 33146 (the "Consultant").

RECITALS

WHEREAS, Resolution No. 2007-26438, adopted on January 17, 2007, approved the agreement for Professional Services, for the Consultant, Inc. for the design, permitting, bid, award and construction administration services of the Atlantic Greenway Network "Beachwalk II" (PROJECT) in the amount of \$486,731; and

WHEREAS, Beachwalk II, Phase I project, from South Pointe Drive to Third Street, established a link from Marjory Stoneman Douglas Ocean Beach Park to South Pointe Drive, which connects to South Pointe Park; and

WHEREAS, Resolution No. 2013-28377, adopted on October 16, 2013, approved Amendment No.1 for supplemental construction administration services for the Beachwalk II – Phase I Project in the amount of \$49,360; and further ratify the additional professional services previously provided and completed by the Consultant during the Design Phase of the Project, in the total amount of \$35,590; and

WHEREAS, Beachwalk II, Phase II project, from Third Street to Fifth Street, will establish a link from Marjory Stoneman Douglas Ocean Beach Park to Lummus Park; and

WHEREAS, Amendment No. 2 was executed on September 28, 2017 in the amount of \$35,850, for the Consultant to perform the duties and responsibilities to supplement the Construction Phase Services for the Project, which include both Bidding, Contract Award services and Construction Administration services; and

WHEREAS, Amendment No. 3 to the Agreement is for the Consultant to revise the construction documents to include a paver system depicting street numbers, as requested by City Administration; modify the elevation of the berm immediately across from the Savoy Hotel, per coordination with the Hotel Savoy's renovations project; re-design the path at the 5th Street connection to accommodate vehicles with larger turning radii to access the hard pack to the north of the site including adjustments to the lighting and photometric plans; addition of security cameras, as requested by the Police Department, in the amount of \$22,700; and

WHEREAS, the negotiated price submitted by the Consultant was reviewed and analyzed by staff and was found to be fair and reasonable; and

WHEREAS, this Amendment No. 3, in the amount of \$22,700 will revise the total contract sum to a not to exceed total of \$630,231.

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, City shall pay Consultant the not-to-exceed amount of \$22,700, 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. 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

Dan Gelber
Mayor

ATTEST:

CONSULTANT:
Coastal Systems International, Inc.

Secretary

President

Print Name

Print Name

SCHEDULE “A” - SCOPE OF SERVICES

CITY OF MIAMI BEACH

“Beachwalk II” PROJECT

Amendment #A-12 – July 6, 2018

The following is a Change Order to the original Scope of Work to be provided by the Coastal Systems International, Inc. (Coastal Systems) team for the City of Miami Beach (City) relative to the proposed “Beachwalk II” **Phase II** from 3rd Street to 5th Street Project (Project). The task numbers are sequential to the original contract.

CONSULTING SERVICES

PART 3 – CONSTRUCTION PHASE SERVICES:

Part 3.7 – Street Number Plans Revision - Phase II

Coastal Systems will revise the construction documents to include the proposed street number paver system illustrated in the email by Ms. Sabrina Baglieri, dated March 14, 2018, and assist the City in processing the changes through FDOT, based on the email by Mr. Felix Garcia, dated March 14, 2018.

Deliverables: Revised Paving Plans and Street Number Details

Part 3.8 – Revised Construction Drawings

3.8.1 Revised Design for Phase II: The Coastal Systems team will provide revised engineering design to modify the elevation of the Phase II berm immediately across from the Savoy Hotel based on feedback from the owners of the upland property. The berm will be removed and the cut and fill volumes will be re-calculated. It is assumed that existing beach access points across the dune will be maintained or streamlined. Access to street ends, existing riparian properties, and other access corridors will not be affected by this revision. The 5th Street connection will also be revised to accommodate larger

vehicles with larger turning radius to access the hard pack area to the north of the site. The 5th Street revisions will also include adjustments to the lighting and photometric plans. ,This scope of services assumes that no new major structures (bathrooms, walls, etc.) will be designed as part of this Project.

Deliverables: Two (2) Copies of the Revised Construction Drawings

- 3.8.2 Security Camera Revision:** Coastal Systems will work with the electrical sub-consultant (Basulto and Associates) to prepare a set of construction documents for the addition of the security cameras illustrated in the email by Mr. Daniel Cevallos, dated February 28, 2018, and the follow-up meeting held on March 12, 2018.

Deliverables: Security Camera Revision Construction Document

- 3.8.3 Review Meeting with City Staff:** The Coastal Systems team will attend up to three (3) meetings with City staff to review the revised construction drawings to insure that any additional comments are addressed prior to submitting the modification request to the FDEP.

Deliverables: Meeting Minutes

- 3.8.4 Phase II FDEP Permit Modification Application:** Coastal Systems will prepare and submit a FDEP CCCL Permit modification application for the proposed berm removal and path re-design. The City will provide Coastal Systems with a permit modification application fee (amount to be determined). The construction drawings prepared under Part 3.8 above will be submitted to the FDEP as part of the permit modification package. The City will provide Coastal Systems with a letter from the Planning/Zoning Department indicating their preliminary approval and confirming that the project “does not contravene local setback requirements or zoning codes.”

Coastal Systems will prepare and submit the permit application for the proposed project. Any significant design changes made after submittal of the application will be considered a change in scope. Significant design changes include, but are not limited to, the

enlargement or shifting of structures, addition of new structures/activities, changing structure materials, and/or landscape/hardscape/lighting changes.

This scope assumes that the FDEP will not object to the revised path and berm removal and/or construction materials. This scope assumes that there will be no third-party comments submitted to the FDEP during the permitting process that will trigger significant negotiations or re-design of the project, and that no petition for Administrative Hearing pursuant to Ch. 120 of the Florida Statutes will be filed upon permit issuance.

3.8.5 Phase II FDEP Permit Modification Processing: Coastal Systems will confer with FDEP staff to advise them of the details of the proposed modification and to identify areas of staff concern. Coastal Systems will maintain telephone contact with FDEP staff to expedite their review and processing of the permit application. Coastal Systems will confer with the City and/or design team as to questions, revisions, or additional items that may be required by the FDEP. Coastal Systems will represent the project before FDEP staff to assist the City in securing a FDEP Permit Modification for the proposed Project.

This scope of services assumes that the proposed Project will comply with standard FDEP code requirements and staff recommendations for avoidance/minimization of impacts to the beach-dune system.

REIMBURSABLE EXPENSES:

Reproduction, transmissions, photocopies, telephone calls, airfare, and other direct expenses related to the performance of this contract will be invoiced pursuant to the previously approved Schedule "C".

GENERAL CONDITIONS/ASSUMPTIONS:

- a. Design drawings created in AutoCAD will be provided to the City in electronic format.
- b. Coastal Systems is not responsible for any change in the scope of services that may be incurred due to circumstances beyond our control, including, but not limited to, changes in regulations and other legal actions.
- c. It is assumed that the Phase II Project will be self-mitigating – i.e. that there will be a net benefit to the beach/dune systems through the proposed addition of fill and native vegetation, and that all exotic vegetation is to be removed. If additional mitigation is required by the DEP, this additional design and negotiation will be provided under a separate scope.
- d. The following items are not included in the scope of services presented herein:
 - Meetings or other coordination associated with the Beachfront Management Plan update
 - Street-End, streetscape and associated utilities
 - Design of retaining walls, bathrooms, cafes, or other major structures with substantial foundations
 - Revisions to riparian property access points based on modifications to those riparian properties
 - Transportation planning
 - Aerial Photography or Planimetric Mapping
 - Public hearings, meetings, or workshops (beyond the scope specifically noted above)
 - Environmental testing or engineering
 - Geotechnical analysis and related sediment quality coordination with DEP or other agency staff regarding sand proposed to be brought onsite for fill
 - Illustrative renderings
 - Model building
 - FEMA consultations
 - DEP Field Permits
 - DEP Permit Time Extensions
 - DEP or DERM Permits for Stormwater Drainage System Modifications
 - DERM Tree Removal Permits

<u>Schedule "B"</u>		
SUMMARY OF COSTS FOR CONSULTING SERVICES		
BEACHWALK II, CITY OF MIAMI BEACH, FLORIDA		
DESCRIPTION	TYPE	LABOR FEES
Part 3 - Construction Phase Services		
3.7 Street Number Plans Revision	Lump Sum	\$3,800
3.8.1 Revised Design	Lump Sum	\$6,500
3.8.2 Security Camera Revision	Lump Sum	\$5,900
3.8.3 Review Meetings with City Staff	Hourly	\$1,000
3.8.4 Phase II FDEP Permit Modification Application	Lump Sum	\$1,000
3.8.5 Phase II FDEP Permit Modification Processing	Hourly	\$2,500
Part 3 Subtotal:		\$20,700
TOTAL FEES:		\$20,700
EST. REIMBURSABLE EXPENSE BUDGET:		\$2,000
GRAND TOTAL		\$22,700