

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AMENDMENT NO. 1, TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND ZYSCOVICH, INC. D/B/A ZYSCOVICH ARCHITECTS FOR CONSULTANT SERVICES PURSUANT TO REQUEST FOR QUALIFICATIONS (RFQ) NO. 2019-234-ND FOR A LAND USE, MOBILITY, AND ECONOMIC DEVELOPMENT STUDY OF THE ENTERTAINMENT DISTRICT (THE "STUDY"); SAID AMENDMENT INCORPORATING AN ADDITIONAL SCOPE OF SERVICES IN THE AMOUNT OF \$50,000 TO INCLUDE A COST ESTIMATE AND PHASING PLAN FOR IMPLEMENTATION OF THE STUDY.

WHEREAS, on May 10, 2019, the City issued RFQ No. 2019-234-ND for A Land Use, Mobility And Economic Development Study of the City's Mixed-Use Entertainment ("MXE") district, soliciting qualifications from multi-disciplinary teams to perform a district-wide study, encompassing Washington Avenue to Ocean Drive, 5th Street to 17th Street, as well as Collins Avenue and interior side streets; and

WHEREAS, the solicitation noted that any recommendations resulting from the study, as adopted by the City Commission, would be incorporated as part of any applicable Ocean Drive and Washington Avenue G.O. Bond projects; and

WHEREAS, on July 31, 2019, the Mayor and City Commission adopted Resolution No. 2019-30914, authorizing negotiations with Zyscovich, Inc., d/b/a Zyscovich Architects (the "Consultant"), as the top-ranked proposer; and

WHEREAS, initial negotiations with the Consultant resulted in prior proposals either containing a scope of work which exceeded the City's expectations for the project, or proposed costs which exceeded available funding; and

WHEREAS, on September 16, 2020, the Mayor and City Commission adopted Resolution No. 2020-31388, authorizing the execution of an agreement with the Consultant based on a modified scope of services in the total amount of \$552,000; and

WHEREAS, since January 2021, the Consultant and its multidisciplinary team have attended the biweekly meetings of the Mayor's Art Deco Cultural District Panel, to present and discuss planning concepts; and

WHEREAS, the Consultant prepared a draft conceptual vision plan, which was presented in draft form as a progress report to the City Commission on June 23, 2021, at which time the City Commission expressed support for the Consultant's exploration of bold proposals for Lummus Park and the Art Deco Cultural District; and

WHEREAS, the Consultant continues to receive input from the Art Deco Cultural District Panel and other stakeholders, and has publicly presented preliminary study findings including the preliminary draft conceptual vision plan for the Art Deco Cultural District; and

WHEREAS, the Agreement executed in October 2020 provides for an initial term of one (1) year, with two (2) renewal options of one (1) year each, to be exercised at the City Manager's sole option and discretion; and

WHEREAS, on August 31, 2021, the City Manager exercised the first no-cost renewal option to permit the Consultant to continue providing consulting services in fulfillment of contractual obligations; and

WHEREAS, as the Consultant is finalizing the comprehensive and multidisciplinary conceptual vision plan for reimagining the entertainment district, in order for the City to begin to realize this vision, the City must estimate the probable cost of construction of each element of the vision, and contemplate and develop a project phasing plan; and

WHEREAS, additional consultant services are needed to evaluate costs and determine potential project phasing and sequencing; and

WHEREAS, the proposed Amendment incorporates as Additional Scope of Services a Rough Order of Magnitude Cost Estimate and a Phasing Plan for the Art Deco Cultural District Vision Plan; and

WHEREAS, the Consultant's September 30, 2021 cost proposal for the Additional Scope of Services is \$50,000, attached as Exhibit A to the Commission Memorandum accompanying this Resolution, and has been reviewed by staff and found to be fair and reasonable; and

WHEREAS, the Administration recommends that the City Commission approve and authorize Amendment No. 1 to the Professional Services Agreement with the Consultant.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA hereby approve and authorize the City Manager and the City Clerk to execute Amendment No. 1, to the Professional Services Agreement between the City Of Miami Beach and Zyscovich, Inc. D/B/A Zyscovich Architects for consultant services pursuant to Request For Qualifications (RFQ) No. 2019-234-ND for a Land Use, Mobility, and Economic Development Study of the Entertainment District (the "Study"); said amendment incorporating an Additional Scope Of Services in the amount of \$50,000 to include a cost estimate and phasing plan for implementation of the Study.

PASSED and ADOPTED this _____ day of _____, 2021.

Dan Gelber, Mayor

ATTEST:

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney
ft

10-5-21

Date

**AMENDMENT NO. 1 TO AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
ZYSCOVICH, INC. D/B/A ZYSCOVICH ARCHITECTS**

This Amendment No. 1 (Amendment) to the Agreement, dated _____ (Agreement), by and between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139 (City), and **ZYSCOVICH, INC. D/B/A ZYSCOVICH ARCHITECTS**, a Florida corporation, having its principal place of business at 100 N. Biscayne Boulevard, 27th floor, Miami, Florida, 33132 (Consultant), is entered into this ____ day of _____, 2021 (Effective Date):

RECITALS

WHEREAS, on July 31 2019, the Mayor and City Commission adopted Resolution No. 2019-30914 accepting the recommendation of the City Manager pursuant to Request for Qualifications No. 2019-234-ND, for a land use, mobility and economic development study of the Entertainment District (the "RFQ"); authorizing the Administration to enter into negotiations with the Consultant, as the top ranked proposer; and further authorizing the Mayor and City Clerk to execute an agreement upon conclusion of successful negotiations by the Administration; and

WHEREAS, on September 16, 2020, the Mayor and City Commission adopted Resolution No. 2020-31388, authorizing the Mayor and City Clerk to execute an agreement with the Consultant, pursuant to Resolution No. 2019- 30914, which previously awarded the RFQ to the Consultant, as the top-ranked proposer; and

WHEREAS, on October 11, 2020, the City and Consultant executed the Agreement for consultant services with respect to the RFQ (the Agreement), which services are set forth in Exhibit A of the Agreement; and

WHEREAS, on October 13, 2021, the Mayor and City Commission adopted Resolution No. _____ authorizing the City to increase the scope of the Agreement to include a Rough Order of Magnitude Cost Estimate and Phasing Plan for the Art Deco Cultural District Vision Plan for an amount not to exceed Fifty Thousand Dollars (\$50,000).

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Consultant hereby agree to amend the Agreement as follows:

1. ABOVE RECITALS.

The above recitals are true and correct and are incorporated as part of this Amendment.

2. **MODIFICATIONS.**

The Agreement is hereby amended (deleted items ~~struck through~~ and inserted items underlined) as follows:

(a) Section 2.1 of the Agreement is hereby amended to read as follows:

In consideration of the Fee to be paid to Consultant by the City, Consultant shall provide the work and services described in Exhibit "A" and "B" hereto (the Services).

Although Consultant may be provided with a schedule of the available hours to provide its services, the City shall not control nor have the right to control the hours of the services performed by the Consultant; where the services are performed (although the City will provide Consultant with the appropriate location to perform the services); when the services are performed, including how many days a week the services are performed; how the services are performed, or any other aspect of the actual manner and means of accomplishing the services provided. Notwithstanding the foregoing, all services provided by the Consultant shall be performed in accordance with the terms and conditions set forth in Exhibit "A" and "B" to the reasonable satisfaction of the City Manager. If there are any questions regarding the services to be performed, Consultant should contact the following person:

Rickelle Williams
Economic Development Director
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139
305-673-7577

(b) Section 4.1 is hereby amended to read as follows:

In consideration of the Services to be provided, Consultant shall be compensated in ~~the total an~~ amount not to exceed Five Hundred and Fifty-Two Thousand Dollars (~~\$552,000.00~~) ~~(the "Fee")~~ for all tasks as provided in Exhibit A and an amount not to exceed Fifty Thousand Dollars (\$50,000.00) for all tasks as provided in Exhibit B (the "Fee").

(c) Section 4.2 of the Agreement is hereby amended to read as follows:

v. Task 4 (Additional Service 1) – Consultant may invoice the City in the amount of \$50,000 upon completion of Task 4 (Additional Service 1) as described in Exhibit B.

Authorization to perform any Additional Services not explicitly included in the task descriptions and cost proposal in Exhibit A and B must be expressly authorized in advance in writing by the City Manager or his designee. Any request for payment of Additional Services and any other costs not included in the tasks in Exhibit A and B shall be included with a Consultant payment request. Reimbursable Expenses are NOT an allowance set aside by the City and shall be included in all bid pricing.

(d) The attached Exhibit B is added to the Agreement following Exhibit A.

3. RATIFICATION.

Except as amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event there is a conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall govern.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By:

Rafael E. Granado, City Clerk

Alina T. Hudak, City Manager

Date _____

FOR CONSULTANT:

ZYSCOVICH ARCHITECTS, INC.

ATTEST:

By:

Bernard Zyscovich, President

Print Name _____

Date _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

10-5-21
Date