Condensed Title:

A Resolution Of The Mayor And City Commission Of The City Of Miami Beach, Florida, Authorizing The Mayor And City Clerk To Execute Amendment No. 2 To The Existing Professional Services Agreement Between The City Of Miami Beach And Atkins North America, Inc. Dated September 23, 2011, For The Bayshore Neighborhood No. 8 Right Of Way Infrastructure Improvement – Central Bayshore (Package A), Lower North Bay Road (Package B), And Lake Pancoast (Package C) Projects, For Additional Resident Project Representative Services.

Key Intended Outcome Supported:

Ensure Value and Timely Delivery of Quality Capital Projects, Improve Storm Drainage Citywide, and Maintain City's Infrastructure.

Supporting Data (Surveys, Environmental Scan, etc.):

The 2012 Customer Satisfaction Survey indicated that over 81% of residents rated recently completed capital improvement projects as "excellent" or "good". Recently completed capital improvement projects (81%), storm drainage (37%), and condition of roads (44%).

Item Summary/Recommendation:

On January 19, 2011, the Mayor and City Commission approved the award of the construction contract for the Right-of-Way Improvements for Bayshore Neighborhood 8 Central Bayshore (Package A) and Lake Pancoast (Package C to Lanzo Construction Co. of Florida (LCC). The Project time in the contract with LCC called for a total of 730 calendar days (or 24 months).

On July 13, 2011, the Mayor and City Commission adopted Resolution No. 2011-27682 authorizing the execution of a Professional Services Agreement with Atkins North America, Inc., (CONSULTANT) in the lump sum amount of $544,000, including reimbursable expenses for Resident Project Representative Services for Neighborhood No. 8 Central Bayshore (Package A), Lower North Bay Road (Package B), and Lake Pancoast (Package C) (the Project).

On March 14, 2013, Amendment No. 1 to the Agreement was executed by the City Manager, approving additional resident project representative services to provide management support services related to cost analysis and design and permitting management and monitoring for the Phase II work at Central Bayshore, in the not-to-exceed amount of $23,925.

The base contract time for the Resident Project Representative Services was for a period of (26) months, commencing upon the second Notice to Proceed issued on October 31, 2011, and ending on October 31, 2013.

On March 13, 2013, the Mayor and City Commission adopted Resolution No. 2013-28162, approving Amendment No. 2 to the Construction Contract for Central Bayshore (Package A), for additional scope associated with Phase II work and a time extension of 168 days.

Additional resident project representative services were necessary due to additional scope added to the Construction Contract via change orders for additional work related to unforeseen conditions and rain delays, which extended the original project completion date by an additional 76 days.

Therefore, the additional extension of time is 168 days plus the 76 days totals 244 days or approximately 8 months. Amendment No. 2 to the Agreement in the amount of $241,359 will provide additional resident project representative services for a period of approximately (8) eight months.

Staff finds both the scope and negotiated fee to be reasonable and appropriate, and the hourly billing rates are within the current approved amount negotiated for all City consultants.

The Administration recommends approval of the resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	
	1	$39,342	Pay-As-You-Go Account #302-2205-069357	
	2	$59,012	Water & Sewer Bonds 2000S Fund #424-2205-069357	
	3	$98,354	Stormwater LOC Fund #429-2205-069357	
	4	$8,930	Pay-As-You-Go Account #302-2326-069357	
	5	$13,396	Water & Sewer Enterprise Fund #425-2326-069357	
	6	$22,325	Stormwater Enterprise Fund #427-2326-069357	
OBPI	Total	$241,359		

Financial Impact Summary:

City Clerk's Office Legislative Tracking:

Eddie Baldie, ext. 6596

Sign-Offs:

Department Director	Asst City Manager	City Manager
DM	JMG	JLM

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MIAMIBEACH

AGENDA ITEM C7C

DATE 6-5-13

MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Matti Herrera Bower and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: June 5, 2013

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 2 TO THE EXISTING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND ATKINS NORTH AMERICA, INC. DATED SEPTEMBER 23, 2011, FOR THE BAYSHORE NEIGHBORHOOD NO. 8 RIGHT OF WAY INFRASTRUCTURE IMPROVEMENT – CENTRAL BAYSHORE (PACKAGE A), LOWER NORTH BAY ROAD (PACKAGE B), AND LAKE PANCOAST (PACKAGE C) PROJECTS, FOR ADDITIONAL RESIDENT PROJECT REPRESENTATIVE SERVICES, FOR A PERIOD OF EIGHT (8) MONTHS, IN THE NEGOTIATED NOT-TO-EXCEED AMOUNT OF $234,409 AND AN ADDITIONAL AMOUNT OF $6,950 FOR REIMBURSABLES EXPENSES, FOR A TOTAL AMOUNT OF $241,359, WITH PREVIOUSLY APPROPRIATED FUNDING.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

KEY INTENDED OUTCOME SUPPORTED

Ensure Value and Timely Delivery of Quality Capital Projects.

FUNDING

Funding in the amount of $241,359 has been previously appropriated in the Capital Budget, as follows:

	$ 48,272	Pay-As-You-Go - Account 302
	$ 59,012	Water and Sewer Bonds 2000S – Account 424
	$ 13,396	Water and Sewer Enterprise Fund – Account 425
	$ 22,325	Stormwater Enterprise Fund – Account 427
	$ 98,354	Stormwater LOC – Account 429
Total	**$241,359**	

BACKGROUND

On February 1, 2010, the City of Miami Beach issued ITB No. 18-09/10 for construction of right-of-way improvements for Bayshore Neighborhood No. 8 Central Bayshore (Package A) and Lake Pancoast (Package C). The Mayor and City Commission awarded this ITB to Lanzo Construction Co. of Florida (LCC) at its January 19, 2011 meeting. The project provided for neighborhood right-of-way improvements including the installation of water mains, storm water infrastructure, sidewalk restoration, landscaping, irrigation, and resurfacing of existing roadways. The project time in the contract called for a total of 730 calendar days.

On July 13, 2011, the City of Miami Beach adopted Resolution No. 2011-27682, authorizing the Mayor and City Clerk to execute a Professional Services Agreement with Atkins North America, Inc. (Atkins) pursuant to Request for Qualifications (RFQ) No. 36-10/11, for Resident Project Representative Services (RPR), in the amount of $544,000, including reimbursable expenses, for a period of 26 months for the Neighborhood No. 8 – Central Bayshore (Package A), Lower North Bay Road (Package B) and Lake Pancoast (Package C) projects.

On March 14, 2013, Amendment No. 1 to the Professional Services Agreement with Atkins was executed by the City Manager in the amount of $23,925 to provide management support services related to cost analysis, permitting management and monitoring for phase II work at Central Bayshore (Package A).

The City of Miami Beach adopted Resolution No. 2013-28162 on March 13, 2013, authorizing the Mayor and City Clerk to execute Amendment No. 2 to the construction contract between the City of Miami Beach and LCC, for additional scope toward the Central Bayshore improvement project. This additional scope extended the construction schedule for a period of one hundred and sixty-eight (168) calendar days.

In addition to the aforementioned extended time, LCC has also been awarded an additional seventy-six (76) calendar days via change orders for additional work related to unforeseen conditions and rain delays.

The total additional time approved as related to Resolution No. 2013-28162 and the Change Orders to date amount to approximately eight (8) months. It will be necessary to approve the cost for additional Resident Project Representative Services, in order to extend Atkins' services beyond the original construction contract time.

ANALYSIS

The RPR's duties and responsibilities include general coordination and communication with the City, the City's Architect/Engineer (A/E) Consultant and the Contractor; attend and participate in the Pre-Construction Meeting with the City as well as all project progress meetings; conduct field inspections on a daily basis throughout the course of the project; monitor specialty A/E Consultant site visits; prepare daily reports; provide photographic records of construction activities; review materials and workmanship of the project and report to the City any deviations from the Contract Documents; monitor delivery of materials to the job site; review shop drawings; issue non-compliance notices when required; identify any existing facilities damaged by the contractor; perform independent review of any change orders submitted by the contractor; coordinate requests for information with the A/E Consultant; monitor progress of construction and ensure the Contractor's adherence to the schedule; verify pay requisition quantities and sign off on all pay requisitions; coordinate various tests for quality control of the project; monitor record drawing mark-ups; recognize hazards while in the normal conduct of onsite business; review and monitor the Contractor's adherence to an acceptable quality control program; keep a log of all forced work efforts related to a disputed change order; verify compliance with the Maintenance of Traffic (MOT) plan in the field; forward water main shutdown requests to the City; verify substantial completion; and attend "walk-through" inspections of the work; attend and participate in a final completion walk-through and inspection and prepare a final Certificate for Payment.

The base contract time for these services was for a period of 26 months commencing upon the second notice to proceed issued to the Contractor on October 31, 2011. The construction schedule of the project was extended for a period of approximately eight (8) months. This was due to extensions of time awarded to the contractor via change orders for additional work related to unforeseen conditions, rain delays, and additional scope approved under Resolution No. 2013-28162.

The City finds the Not-to-exceed amount of $241,359 to be fair and reasonable. The extension of services will be for an additional eight (8) months to be added to the original contract duration.

CONCLUSION

The Administration recommends that a Resolution of the Mayor and Commission of the City of Miami Beach, Florida, authorizing the Mayor and City Clerk to execute Amendment No. 2, to the existing Agreement between the City of Miami Beach and Atkins North America, Inc. dated September 23, 2011, for a period of eight (8) months, to provide additional Resident Project Representative Services for the Bayshore Neighborhood No. 8A – Central Bayshore right-of-way project in the negotiated, not to exceed amount of $234,409, and an additional amount of $6,950 for reimbursable expenses, for a total amount of $241,359; with previously appropriated funding.

Exhibit A: Amendment No. 2
Schedule A, Scope of Services and
Schedule B, Fee Schedule

JLM/JMT/DM/EB

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EXHIBIT A

AMENDMENT NO. 2

TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA AND ATKINS NORTH AMERICA, INC., FOR PROFESSIONAL ARCHITECTURE AND ENGINEERING SERVICES FOR THE BAYSHORE NEIGHBORHOOD NO. 8 – CENTRAL BAYSHORE (PACKAGE A), LOWER NORTH BAY ROAD (PACKAGE B), AND LAKE PANCOAST (PACKAGE C) RESIDENT PROJECT REPRESENTATIVE SERVICES DATED SEPTEMBER 23, 2011

SAID AMENDMENT FOR ADDITIONAL RESIDENT PROJECT REPRESENTATIVE SERVICES IN THE NOT-TO-EXCEED AMOUNT OF $241,359 FOR THE CENTRAL BAYSHORE (PACKAGE A) AND LAKE PANCOAST (PACKAGE C) PROJECT

This Amendment to the Agreement made and entered this____ day of_____, 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 Atkins North America, Inc., a Florida Corporation having its principal office at 4030 West Boy Scout Boulevard, Suite 700, Tampa, Florida, 33607 (hereinafter referred to as CONSULTANT).

RECITALS

WHEREAS, on July 13, 2011, the Mayor and City Commission adopted Resolution No. 2011-27682 authorizing the execution of a Professional Services Agreement with Atkins North America, Inc., (CONSULTANT) in the lump sum amount of $544,000, including reimbursable expenses for Resident Project Representative Services for Neighborhood No. 8 Central Bayshore (Package A), Lower North Bay Road (Package B), and Lake Pancoast (Package C) (the Project); and

WHEREAS, the Project includes Resident Project Representative Services for a period of 26 months; and

WHEREAS, on March 14, 2013, Amendment No. 1 to the Agreement was executed by the City Manager, approving additional Resident Project Representative services to provide management support services related to cost analysis and design and permitting management and monitoring for the Phase II work at Central Bayshore, in the not-to-exceed amount of $23,925; and

WHEREAS, on March 13, 2013, the Mayor and City Commission adopted Resolution No. 2013-28162, approving Amendment No. 2 to the Construction Contract for Central Bayshore (Package A), for additional scope associated with Phase II work and a time extension of 168 days; and

WHEREAS, the additional scope associated with Phase II work requires additional resident project representative services; and

WHEREAS, additional Resident Project Representative services are necessary due to additional scope added to the Construction Contract via change orders for additional work related to unforeseen conditions and rain delays, which extended the original project completion date by 76 days; and

WHEREAS, the additional scope associated with Phase II work and the approved change orders have extended the Construction Completion date by approximately eight (8) months; and

WHEREAS, this Amendment No. 2 to the Agreement in the amount of $241,359 will provide additional Resident Project Representative services for a period of approximately eight (8) months; and

WHEREAS, City staff have evaluated the Consultant's cost proposal and are in agreement that the proposal is fair and reasonable; and

WHEREAS, Amendment No. 2 to the Agreement, will revise the total contract sum to a not-to-exceed total of $809,284.

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. 2.

2. **MODIFICATIONS**
   The Agreement is amended to include "Schedule A-2", which is attached and incorporated herein.

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. 2.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be executed in their names by their duly authorized officials as of the date first set forth above.

ATTEST:

CITY OF MIAMI BEACH

_____
Rafael Granado
City Clerk

By_____
Matti Herrera Bower
Mayor

ATTEST:

CONSULTANT:
ATKINS NORTH AMERICA, INC.,

_____
TITLE:

By_____
TITLE:

_____
Print Name

_____
Print Name

SCHEDULE A-2

1. ADDITIONAL RESIDENT PROJECT REPRESENTATIVE SERVICES

Task 1.0 - Additional Resident Project Representative Services for a period of approximately eight (8) months, related to extensions of time awarded to the Contractor via change orders for additional work related to unforeseen conditions, rain delays, and additional scope related to Phase II – Central Bayshore (Package A). See attached Atkins proposal dated May 23, 2013.

2. PAYMENT AND COMPENSATION

The scope of services described in this amendment shall be performed for a not-to-exceed amount of $241,359. Invoicing shall be as referenced in the original agreement. Consultant's request for additional services is attached for reference purposes.

Compensation	
Original Agreement	$544,000
Amendment No. 1	$ 23,925
Amendment No. 2	$241,359
Total Revised Agreement	**$809,284**

ATKINS

Atkins North America, Inc.
2001 Northwest 107th Avenue
Miami, Florida 33172-2507
Telephone: +1.305.592.7275
www.atkinsglobal.com/northamerica

May 23, 2013 (Revised) *Submitted Via E-Mail*

Mr. Edward Baldie, LEED AP
Capital Projects Coordinator
Capital Improvement Projects Office
City of Miami Beach

RE: **City of Miami Beach - Central Bayshore (Package A) and Lake Pancoast (Package C)** – Amendment No. 2 - Additional Services Cost Proposal

Dear Edward:

Per your request and based on our discussions, following is our revised budget proposal for the additional services related to added scope via change orders as well as additional services related to Phase II scope of work.

Atkins' fee proposal is as follows (Refer to Attachment for detailed breakdown):

TASK 1.0 - *"Additional RPR Svcs. due to CO/Phase II Work (Attachment "A")*	**$241,359**
TASK 1 - TOTAL	**$241,359**

Atkins understands the importance of this task for the City of Miami Beach and it is thoroughly confident that it can provide support services that will enhance the City's vision of providing quality construction projects. Thank you for the opportunity to once again provide you with our services for this project. Please do not hesitate to contact me with any questions or comments.

Regards,

Juan Alfonso, *Assoc. AIA*
Assoc. VP/Group Manager

w/ Attachments

Cc: Mr. David Martinez, PE – City of Miami Beach
Ms. Maria Cerna – City of Miami Beach
File

City of Miami Beach
Central Bayshore and Lake Pancoast

ATKINS

AMENDMENT No. 2 - Change Order/Phase II Additional Services

ATTACHMENT "A"

May 23, 2013

Task:	Team: / Category / Hourly Rate:	RPR SVCS - BUDGETED HRS			Total Budget
		PM	Sr. CM	CM	
		$120.00	$115.00	$101.00	
1.0	**RPR Additional Services**				
	Change Order Work - Resident Project Representative (76 Calendar Days = 54.3 Work Days at 8 hours each day) - CM at Part time		434	217	651
	Change Order Work - Project manager (at 25% or 109 hours)	109			109
	Office review of change orders			102	102
	PHASE II - FULL-TIME (8 hours per day) Resident Project Representative (168 Calendar Days or 120 work days)		960		
	PHASE II - PART-TIME Resident Project Representative (168 Calendar Days - 120 work days at 4 hours each day)			0	
	PHASE II - Project manager (at 25% or 240 hours)	240			
	Total Hours - TASK 1.0:	349	1394	319	2062
	Total Labor ATKINS:	**$41,880**	**$160,310**	**$32,219**	**$234,409**
	TASK 1.0 - Reimbursable Expenses				**$6,950**
	TASK 1.0 - NOT TO EXCEED TOTAL				**$241,359**

Scope/Assumptions:

- Budget hours are based on Contractor's approved time request for Change Order scope of work. (76 CD's)
- Budget hours are based on Contractor's approved time request for Phase II scope of work. (168 CD's)
- Hourly rates are based on schedule C Hourly Billing rate schedule. Note: Since senior construction manager and Construction manager rates are not included in said schedule, comparable hourly rates
- Reimbursable expenses are related to company vehicle, maintenance and safety equipment expenses, to be billed on a monthly basis with back-up.

RESOLUTION TO BE SUBMITTED