



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: January 21, 2025
To: Honorable Mayor Glenn Singer &
Town Council Members
From: Alexander Diaz,
Town Manager *Alex B*

Item Number:

4

Subject: Resolution No. 2990.25 - Approving the Second Amendment to the Professional Services Agreement with Keith & Associates, Inc. for the Reimagined Tweddle Park

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2876.23 as presented.

Background:

Keith & Associates, Inc. (KEITH), is the Town's current engineer for the Civic Center Project and reimagined Tweddle Park.

On June 6, 2023, via Resolution No. 2876.23 the Town approved the First Amendment to the Contract to provide for additional scope of services. This Second Amendment will allow for additional services and the closing out of all necessary permits as stipulated in the attached Exhibit A.

Fiscal Impact:

An additional amount not to exceed \$50,000.00 coming from the interest earnings.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2990.25

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, AUTHORIZING AND APPROVING A SECOND AMENDMENT TO THE CONTRACT BETWEEN THE TOWN OF GOLDEN BEACH AND KEITH AND ASSOCIATES, INC.; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 22, 2022, the Town Council of the Town of Golden Beach (the "Town"), pursuant to Resolution No. 2849.22 approved an agreement with Keith & Associates, Inc. ("KEITH") for the civil engineering services related to the Re-Imagined Tweddle Park (the "Project"); and

WHEREAS, on June 6, 2023 via Resolution No. 2876.23 the Town approved the First Amendment to the Contract between the Town and KEITH; and

WHEREAS, the Town is asking the Council to approve a Second Amendment to the Contract which provides for additional services and allows for the closing out of all necessary permits related to the Project; and

WHEREAS, the Town Mayor and Town Manager have negotiated with KEITH and come to the agreement that an amount not to exceed \$50,000.00 is appropriate for the scope of services as described in the attached Exhibit A; and

WHEREAS, the Town Council has determined that it is in the best interest of the Town of Golden Beach to approve the changes.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Approval, Authorization and Limitation. The Town Council hereby approves the second amendment contained in Exhibit "A," authorizing the

expenditure of funds as necessary to fund the Work and authorizes the Mayor to execute the amendment, on behalf of the Town, once approved as to form and legal sufficiency by the Town Attorney.

Section 3. Implementation. The Town Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution in accordance with its terms and conditions.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by Councilmember Lusskin, seconded by Councilmember Bernstein, and on roll call the following vote ensued:

Mayor Glenn Singer	<u>Absent</u>
Vice Mayor Kenneth Bernstein	<u>Aye</u>
Councilmember Bernard Einstein	<u>Aye</u>
Councilmember Judy Lusskin	<u>Aye</u>
Councilmember Jaime Mendal	<u>Aye</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 21st day of January, 2025.

ATTEST:

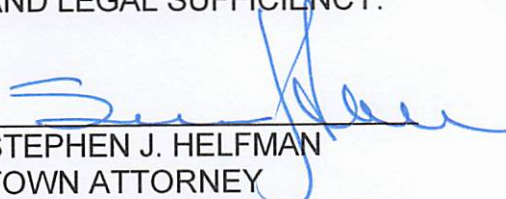


LISSETTE PEREZ
TOWN CLERK



MAYOR GLENN SINGER

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



STEPHEN J. HELFMAN
TOWN ATTORNEY



CONTRACT ADDENDUM

Revised January 15, 2025

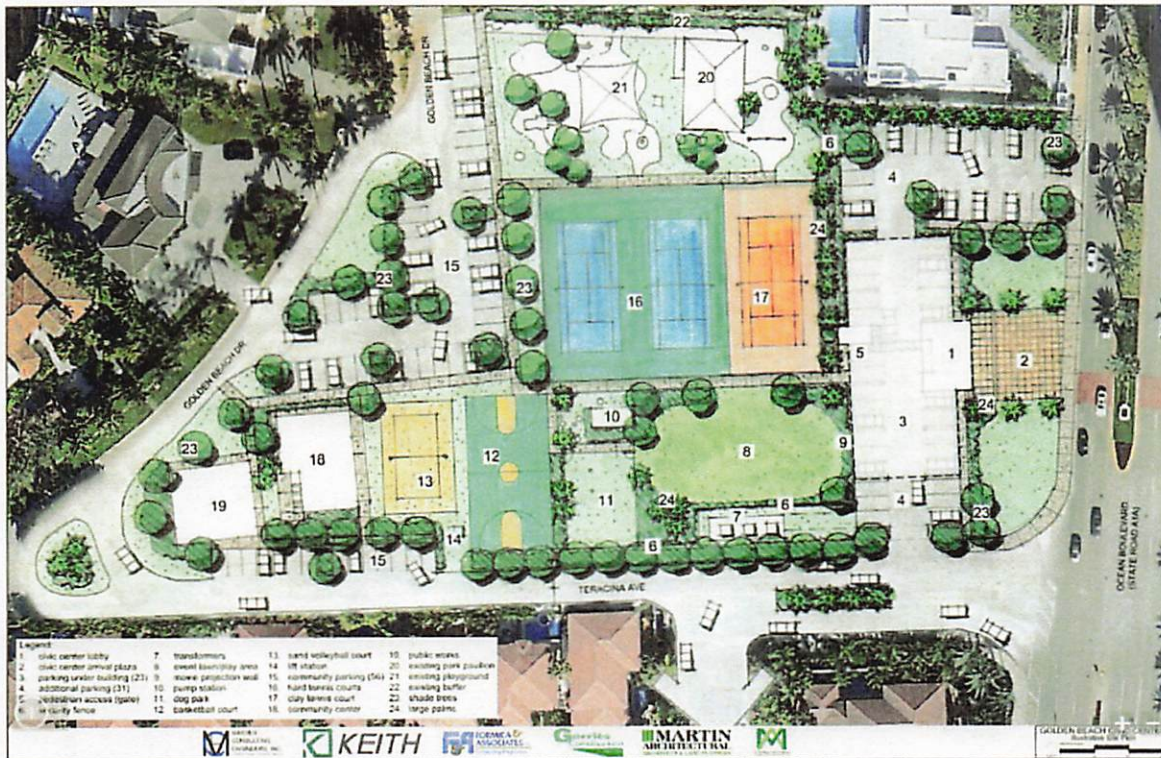
Alexander Diaz, Town Manager
 Town of Golden Beach
 One Golden Beach Drive
 Golden Beach, FL 33160
 Phone: (305) 932 – 0744
 E-mail: AlexDiaz@goldenbeach.us

Project Name: Tweddle Park Redesign & Wellness Center Building
 Project Location: 1 Golden Beach Drive
 Golden Beach, FL 33160
 KEITH Project Number: 11155.02
 Contract Addendum: #02

DESCRIPTION OF ADDITIONAL SERVICES

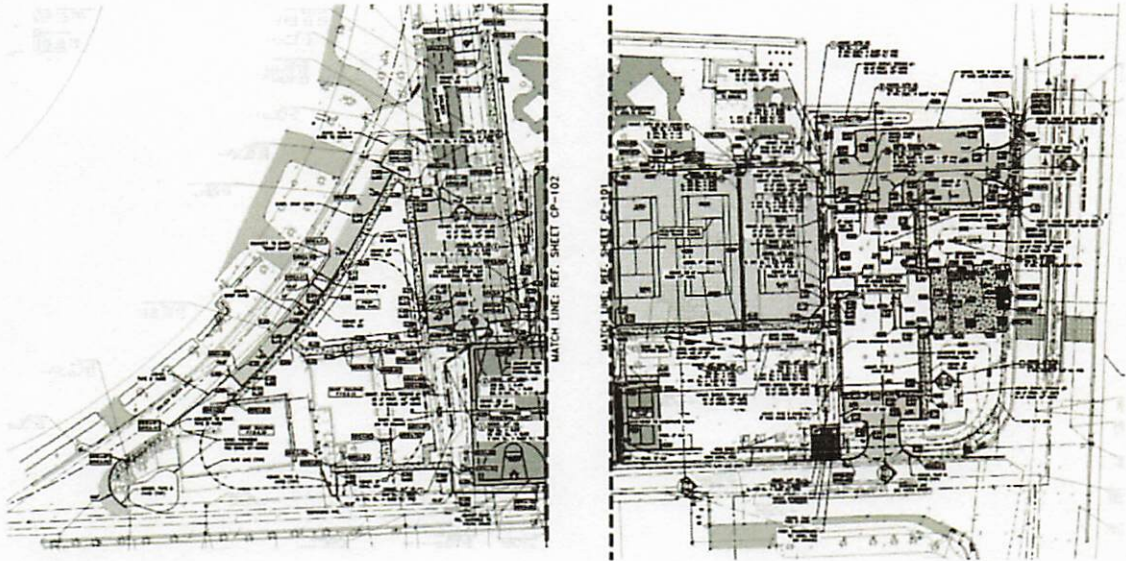
An updated architectural site plan was provided to KEITH on March 30th, 2023, which encompassed changes to the original site plan for the Tweddle Park Redesign & Wellness Center Building project (KEITH contract 11155.02 dated 11/08/2022). KEITH delivered civil engineering plans accordingly, however, multiple on-going revisions have occurred since the 3/30/2023 architectural site plan changes were incorporated into the construction documents. These updates are substantial from the original scope and have incurred additional coordination, design and permitting labor. The plan revisions are portrayed in chronological order in the snippets below.

Original Agreement for New Town Civic Center (1/10/2020, Gerrits Agreement):

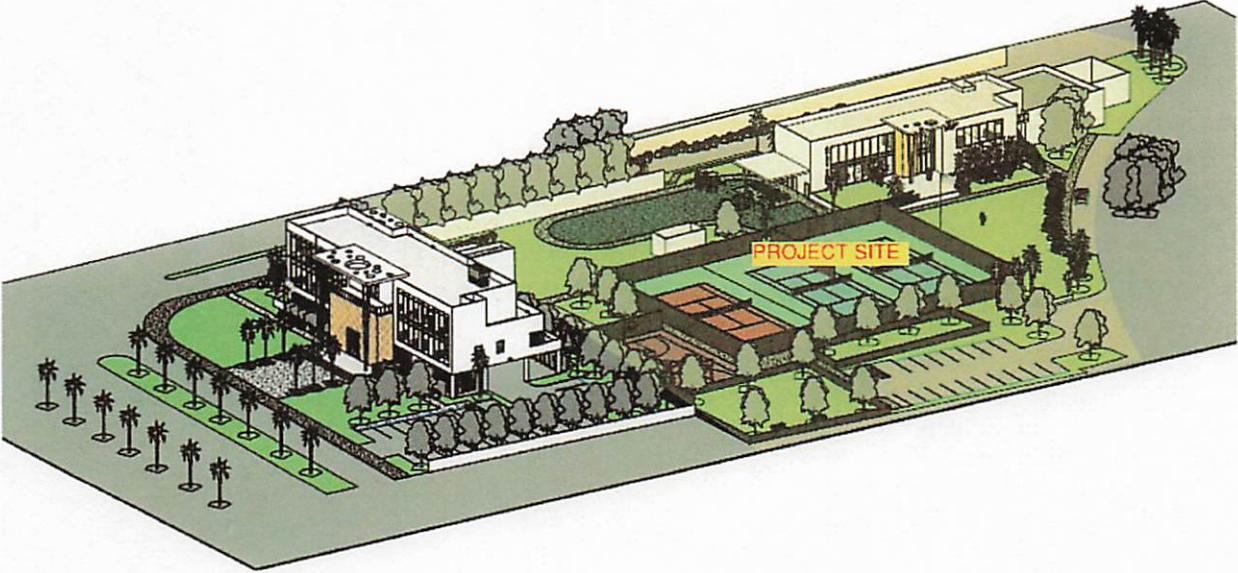


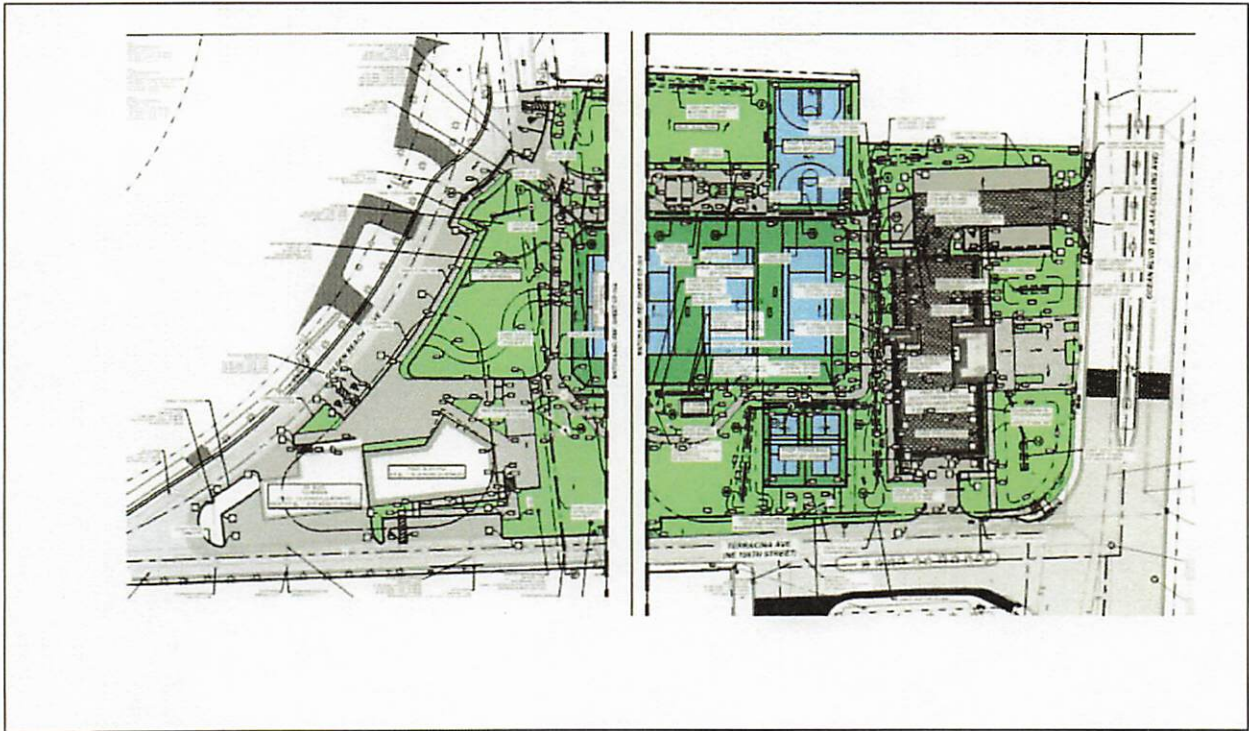
www.KEITHteam.com

Stamped Approved Plans (01/05/2021):

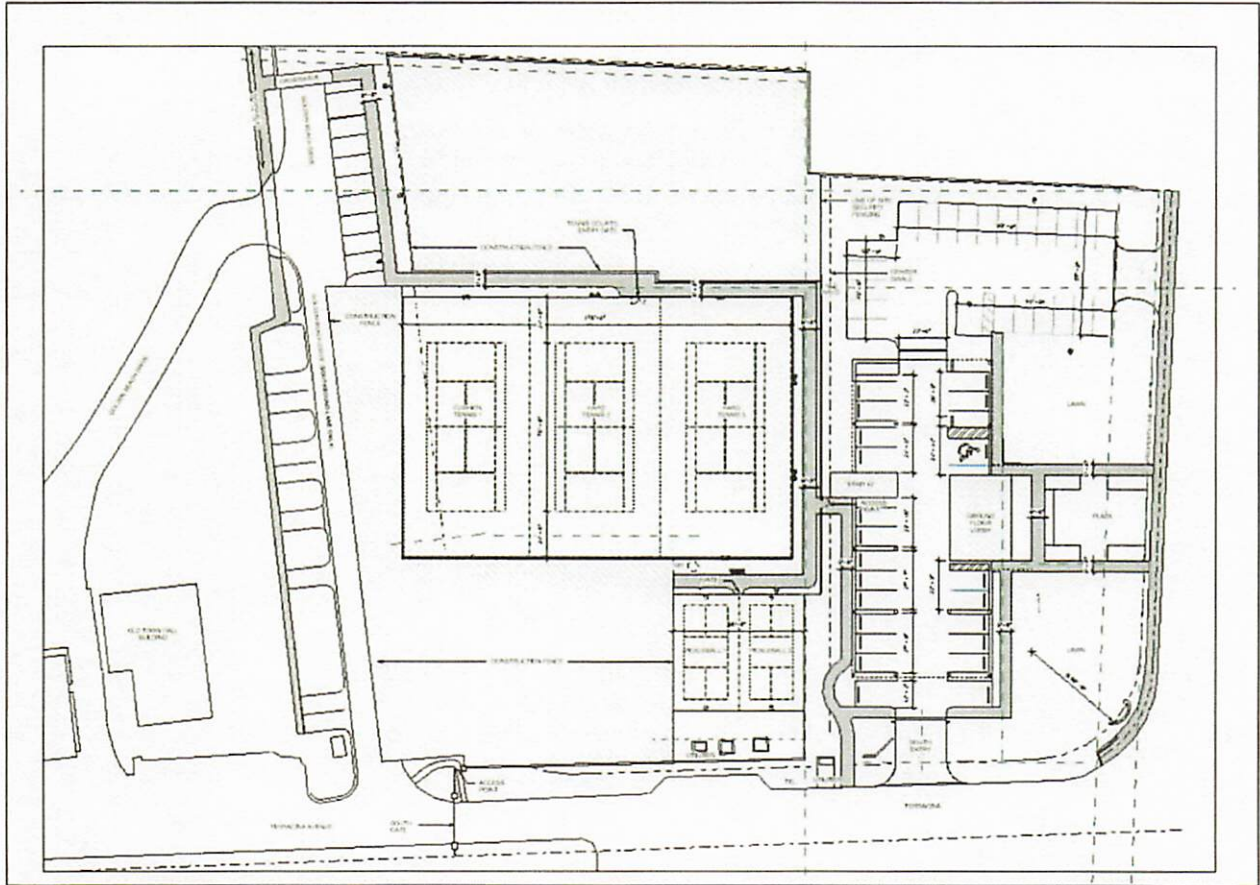


Tweddle Park Redesign & Wellness Center Building Contract, Site Plan (11/08/2022):
Town of Golden Beach Agreement





This Agreement CA 2 for Phased I Site Plan received on 4/03/2024:
Town of Golden Beach Agreement



Ongoing Plan Modifications after CA 1 Site Plan Modifications 3/30/2023 - Changes include:

1. Updated building footprints
2. Revised tennis and pickleball court(s)
3. Removal of Golden Beach Drive
4. Drainage and sanitary sewer revisions
5. Various miscellaneous modifications
6. Additional Permitting
7. Construction schedule extensions (2.5 years)
8. Plan Modifications to the building footprint (i.e., stairwells).
9. Plan Modifications to sidewalk dimensions and locations.
10. Modifications to the dimensions and/or locations of the tennis and pickleball courts.
11. Grading modifications to match into previously constructed areas (transformers, swales, buildings, etc.)
12. Plan Modifications Phased Site Plan Design and Permitting

The following tasks are additional civil engineering services triggered from the above-mentioned site plan changes.



Task 001 Project Management / Team Meetings and Coordination / Meetings with Government Agencies

KEITH will coordinate, prepare for, and attend meetings with applicable Government Agencies as it relates to site/civil engineering items, including project orientation meetings, coordination with Owner Project Representatives, Engineering, and Utility representatives, and coordinate with applicable State and County Agencies required for final permit submittals for the Phase 1 Site Plan above.

KEITH will prepare for and attend team meetings for site/civil engineering items during the redesign and re-permitting phases of the project on an as needed basis as shown under the SCHEDULE section of this proposal. KEITH will be represented at reoccurring team meetings by the project manager and when necessary, other team experts for civil items.

It is assumed all meetings will be virtual or located in Miami-Dade County.

Task 405 Site Plan Modification / Coordination

KEITH will coordinate with CLIENT to refine the architectural site plan to meet the CLIENT's needs. This task also includes value engineering efforts within and around the site amenities. The Phase 1 Site Plan above modification, mentioned above, also include the following:

The site plan revisions will be depicted within the Paving, Grading, and Drainage (PGD) Plans. KEITH will prepare one (1) PGD Plan which encompasses the project.

Deliverables

1. Site Plan Modification/Construction Documents: To include the updated sheets with the prefix CP (Civil - Paving and Grading).

Stormwater Management Design Modification

KEITH will revise the on-site Site/Civil Construction Documents and Stormwater Management Calculations, previously approved in 2021, to accommodate the site plan revisions for the Phase 1 Site Plan above. KEITH will model the interconnected stormwater system to meet the water quality and water quantity requirements outlined by the:

- Florida Department of Transportation (FDOT),
- South Florida Water Management District (SFWMD) and
- Department of Environmental Resource Management - Water Control Section (DERM-WCS).

No offsite roadway improvements beyond a direct driveway connections and adjacent roadway parking, to the immediately adjacent road are anticipated and as such not included in this Agreement. Fees for these services will be submitted to CLIENT as additional services under a contract addendum if required.

Deliverables

1. Revised Paving, Grading, and Drainage (PGD) Plan
2. Revised Stormwater Management Report.

Additional Permitting

The approved plans through the AHJs were stamped back in 2021. Due to the project revisions, the following additional permits, are required by review agencies:

1. **DERM Water Control – Class II Permit (Modification)**

The approved Class II Permit has expired and needs reactivation. The plans have changed significantly and will require modification. Per conversation with Camilo Ignacio (DERM WCS) on 3/14/24, the district will accept an "after the fact permit". Updated plans and an updated stormwater calculation/report will still need to be provided showing the system meets the County criteria. As-builts of the constructed areas will be required. The as-builts will need to be provided



by the CONTRACTOR's Surveyor. KEITH will process the modification through DERM Water Control for the previously issued CLII stormwater permit (Permit No. 20210001). Coordination with the TOWN's Stormwater System Reviewer Craig A Smith (CAS), may be required to collaborate the construction documents and stormwater requirements.

2. **DERM Water Control – ERP Permit (Modification)**

The approved Environmental Resource Permit (ERP) has expired and needs reactivation. The plans have changed significantly and will require a major modification through DERM WCS. Per conversation with Camilo Ignacio (DERM WCS) on 3/14/24, the district will accept an "after the fact permit". Updated plans and an updated stormwater calculation/report will still need to be provided showing the system meets the county criteria. As-builts of the constructed areas will be required. The as-builts will need to be provided by the CONTRACTOR's Surveyor. KEITH will process major permit modifications through DERM Water Control for the previously issued stormwater permits (SWMGP 13-80101-P & ERP 210102-80).

3. **Miami Dade County Water and Sewer Department (WASD)**

The previously approved WASD Agreement has expired and needs reactivation. This includes an updated Point of Connection (POC) Permit and Allocation Letter. A separate WASD Field Modification will also be required to remove the sanitary sewer gravity main previously running through the preexisting roadway (Golden Beach Drive).

The FDOT Access, Drainage, and Utility Permit will be driven by the TOWN. KEITH will provide updated construction documents, as needed, for the TOWN to process these permits.

Deliverables

1. KEITH will develop permit applications and submittal documents required for above listed regulatory agencies for the listed project improvements.

Task 803 Construction Observation - Additional

The previously executed contract anticipated a construction schedule of twelve (12) months. Therefore, additional funds will be required to complete the construction observation services. The services outlined within this task and are depicted below, unaltered from the original contract:

"KEITH will provide construction observation services to ensure the integrity of the design intent and certify to the TOWN and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits. Services included in this task are described as follows:

Shop Drawings: KEITH will review shop drawings, samples and calculations, which the selected contractor is required to submit for review. This review will only be for conformance with the design concept of the project and compliance with the information provided on the design drawings and specifications. Such review will not extend to methods, means, techniques, construction sequence(s) or procedures, or to safety precautions and related programs. KEITH will also determine the acceptability, subject to TOWN approval, of substitute materials and equipment proposed by contractors.

Periodic Site Visits and Construction Observation: KEITH will visit the Project at intervals appropriate to the various stages of construction, as KEITH deems necessary to observe as an experienced and qualified design professional to review the progress and quality of the various aspects of the contractor's work. KEITH will coordinate and attend one (1) Pre-construction Meetings. This task includes construction observation services for an anticipated construction period. These services will be invoiced on a time and material basis in accordance with our Professional Service Fee schedule (attached).



As-builts Review: KEITH will review the record drawings (as-builts) to ensure substantial conformance to the approved plans. KEITH will only review and reject any particular as-built set a maximum of two (2) times, any additional review will be considered additional services. The contractor will be expected to have the as-builts revised in accordance with all comments.

Final Inspections: KEITH will participate, with the TOWN's representative, in a semi-final inspection for the purpose of determining if the project is substantially complete and participate in the preparation of a written "Punch List" of all incomplete, defective or deficient items. Upon notice from the TOWN, participate in a final inspection together with TOWN and contractor representatives to assure that all "Punch List" items are completed, and the work is completed in accordance with all contract documents. Upon completion of the final inspection, certify in writing that the work in-place is acceptable, subject to any conditions therein expressed.

Final Certification: KEITH will prepare final certification to all appropriate permitting agencies utilizing record drawings for the design from the survey information supplied by the contractor, or by other means agreed to by both KEITH and TOWN.

Note: It is the contractor's responsibility to coordinate through KEITH the scheduling of testing. KEITH will represent the TOWN in performing periodic observation of construction as necessary to confirm construction is in accordance with the approved plans.

We anticipate the following items requiring as-built certification:

- Water System
- Sanitary Sewer System
- Paving Grading and Drainage System

Note: Construction-related surveying (stakeout, as-builts, etc.) and testing (densities, concrete, LBR'S, etc.) services are not included in this Agreement."



SCHEDULE

Task 001	Project Management / Team Meetings and Coordination / Meeting with Government Agencies	5-6 Months
Task 405	Site Plan Modification / Coordination	5-6 Months
Task 803	Construction Observation – Additional (Concurrent with Task 405)	5-6 Months


Total Contact time from Town execution of this Amendment, to expiration of this Agreement 6 Months

COMPENSATION

Total Fee - All Items in this Contract Addendum #2	\$50,000.00 + reimbursables (Lump Sum)
• Portion of Total Fee to be Paid upon execution of Agreement and Issuance of Notice to Proceed by the Town:	\$30,000.00 (Lump Sum)
• Portion of Total Fee to be Paid upon Completion of Agreement:	\$20,000.00 (Lump Sum)

The CLIENT is required to execute this Addendum and return it to the CONSULTANT prior to commencement of the additional services described herein. All items, terms and conditions of the original Agreement (as amended to include the scope defined herein) remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT
 KEITH  STEPHEN D WILLIAMS
 2025.01.15 14:07:37-05'00'

 Stephen Williams. Sr., PE
 Vice President
 DATED: _____

As to CLIENT
 Town of Golden Beach
 Signature:  _____
 Print Name: _____
 Title: _____
 DATED: _____

