

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (the “First Amendment”) is made and entered into as of October 11, 2024, by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the “NMCRA”) having an address at 735 NE 125th Street, Suite 100, North Miami, Florida 33161, and **SAVINO & MILLER DESIGN STUDIO, P.A.**, a Florida corporation (the “Consultant”) having an address at 12345 N.E. 6th Avenue, Apt. A, North Miami, Florida 33161.

RECITALS

1. The NMCRA and the Consultant entered into that certain Consultant Agreement dated November 14, 2023 (the “Agreement”) with respect to the provision of certain services generally consisting of landscape architectural services for the Pioneer Boulevard median improvement project, located along N.E. 137th Street, between N.E. 6th Avenue and West Dixie Highway.

2. The NMCRA and the Consultant desire to amend the Agreement as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

1. **Recitals; Defined Terms.** The Recitals set forth above are true and correct and are incorporated in this First Amendment by reference. Any defined terms not defined in this First Amendment shall have the meanings ascribed to them in the Agreement.

2. **Ratification; Conflicts.** Except as expressly modified herein by this First Amendment, the provisions of the Agreement remain unmodified and in full force and effect and are hereby ratified by the parties. In the event of any conflict between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.

3. **Scope of Work.** The Scope of Work is hereby amended to include the Proposal for Additional Services attached hereto as Exhibit “A” and by this reference made a part hereof. The Additional Services are included in the definition of the Scope of Work in Section 1 of the Agreement for all intents and purposes.

4. **Term.** The Term of the Agreement set forth in Section 2.1 of the Agreement is hereby extended to September 30, 2025. The Scope of Work shall be completed prior to the expiration of the Term.

5. **Fees.** The fees set forth in Section 4.1 of the Agreement are increased by the not to exceed amount of Thirty Thousand and No/100 Dollars (\$30,000.00) as set forth in the Proposal for Additional Services thereby resulting in a not to exceed fee of One Hundred Fifty Six Thousand and No/100 Dollars (\$156,000.00). The fees in the not to exceed amount of One Hundred Fifty Six Thousand and No/100 Dollars (\$156,000.00) represent and contain all amounts due and payable for the services provided by the Consultant as set forth in the Scope of Work including any out-of-pocket and third party costs which may be incurred and/or paid by the Consultant. Payment by the NMCRA of the fees for the Scope of Work performed shall be deemed full compensation to the Consultant for the performance of this Agreement. In the event additional labor, materials, costs or expenses are necessary to complete the Work in excess of One Hundred Fifty Six Thousand and No/100 Dollars (\$156,000.00), such amounts shall be the sole responsibility of Consultant; it being acknowledged and agreed that the not to exceed amount for the Scope of the Work shall be the maximum amount the NMCRA shall be required to pay for the Scope of Work unless the such amount was increased or decreased by a Change Order.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

**NORTH MIAMI COMMUNITY
REDEVELOPMENT AGENCY,**
a public body corporate and politic

**SAVINO & MILLER DESIGN STUDIO,
P.A., a Florida corporation**

By: _____
Anna-Bo Emmanuel, Esq.
Executive Director

By: _____
Adriana Savino- Miller
President

Attest:

By: _____
Vanessa Joseph, Esq.
NMCRA Secretary

Approved as to form and legal sufficiency:

By: _____
Taylor English Duma LLP
NMCRA Attorney

EXHIBIT "A"

Proposal for Additional Services

January 16, 2025

Casneve Oupelle
City of North Miami
735 NE 125th Street
North Miami, FL 33161

Dear Casneve,

Thank you for the opportunity to provide landscape architectural services for the Pioneer Boulevard Project in North Miami. Please take a moment to review our Basic Scope of Services, which includes the DRB/Schematic Design process, through Construction Phase Services.

If everything is to your satisfaction, please indicate so by signing below and returning a copy for our records. Please call if you have any questions.

Thanks again, and we look forward to helping you make this a successful, beautiful project.

Respectfully submitted,

For SAVINO & MILLER DESIGN STUDIO



Barry R. Miller, ASLA Landscape Architect

BRM/kb

AGREEMENT

1/16/2025

BETWEEN THE CLIENT: City of North Miami
735 NE 125th Street
North Miami, FL 33161

and LANDSCAPE ARCHITECT: Savino & Miller Design Studio
12345 NE 6th Avenue, Suite A
Miami, Florida 33161

For the following PROJECT: Pioneer Boulevard
NE 137th Street

PROJECT OVERVIEW

Savino Miller Design Studio will provide landscape architectural services to provide improvement plans for the medians along Pioneer Boulevard. The project scope will include nine (9) medians, with an approximate total square footage of 83,823 square feet. We will provide a planting plan, hardscape plan, tree mitigation plan, lighting, and irrigation plans.

In addition, due to the increased complexity and budget of this project, this contract has been revised to reflect Additional Services based on subsequent meetings and direction from the city.

BASIC SCOPE OF SERVICES

The Client and Landscape Architect agree as set forth below:

PROJECT AREA: see Exhibit One.

PHASE ONE – SCHEMATIC DESIGN

The work completed under this phase shall be that necessary for receiving design review approval by the Client

Site Analysis/Base Map - The Landscape Architect will visit the site to analyze the existing site conditions, surrounding land uses, views, etc., and to ascertain how they will affect the proposed design. We shall prepare a base map of the site at an appropriate scale indicating the proposed Architecture, and other features relevant to the Landscape Architectural design.

It shall be the Client's responsibility to furnish an AutoCAD base plan with all relevant site data including:

- Current surveys with existing tree/palm locations and information as required by the governing authority
- Underground and above-ground utility information
- Property lines and easements
- Topographical data that includes adjoining street and sidewalk elevations
- Soil Tests for the existing soils on site defining soil classification, pH, percent organic matter and moisture content, density, particle size, as well as available plant macro- and micro-nutrients (Al, N, P, K, Ca, Mg, S, Cu,

MN and Zn), and salt content (electrical conductivity).

An initial site open space/landscape plan shall be prepared for the Client's approval. Based on the Client's comments and feedback, the Site Master Plan shall be prepared for discussion with the City's Planning Board staff. Based on their comments and further discussion with the Client, a Final Site Master Plan shall be prepared for presentation and approval by the City. The plan will indicate the following landscape improvements:

- 1.1 SCHEMATIC PLANTING PLAN / TREE DISPOSITION – with images
- 1.2 SCHEMATIC HARDSCAPE LAYOUT – with images
- 1.3 SCHEMATIC SITE FURNITURE – Preliminary locations and selection of “off the shelf” exterior site furniture, including tables/chairs, and trash receptacles.
- 1.4 SCHEMATIC SITE LIGHTING – with images. For illumination of pathway, sculptures and vegetation. Excludes street lighting.
- 1.5 OPINION OF PROBABLE CONSTRUCTION COST - for approval by the Client and shall form the basis for the preparation of construction documents.

Modifications to the Final Site Master Plan or architecture caused by City-required revisions shall be charged to the Client as Additional Services as defined in this contract. Phase One work is complete upon approval of the Landscape Architectural scope of the project and shall be paid according to the Fee Schedule.

Meetings - SMDS shall attend up to one (1) out-of-office meeting, one (1) community meeting, and one (1) DRC meeting, in Phase 1, (unless the DRC requires landscape design revisions for approval). SMDS shall also be available for up to two (2) one-hour bi-weekly conference calls or web/teleconference meetings for up to four (4) weeks to facilitate project coordination. Additional meetings will constitute and be paid as Additional Services.

PHASE TWO - CONSTRUCTION DOCUMENTS & PERMITTING

Based on the approved Design Development Plans and Opinion of Probable Construction Costs, SMDS shall prepare Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. The Construction Documents shall include:

- 2.1 PLANTING PLANS - will consist of type & location of all existing and proposed planting material. Planting details will indicate methods of installation, and a Plant List for size and quality shall be provided. Specifications in CSI format included. Note: Green Walls incorporating custom/specialized hydroponic water delivery and construction systems are considered additional services.
- 2.2 SITE LIGHTING PLANS: Final Lighting Plans, with lighting schedule and images. For illumination of pathway, sculptures and vegetation as budget allows. Excludes street lighting. NOTE: Electrical engineering and specifications by others.
- 2.3 SITE HARDSURFACE PLANS - Final Paving/hardsurface plans that shall indicate the proposed location and materials of paved surfaces, walls, raised planters, pre-fabricated fences/gates, and other approved site features (Final elevations by the Structural and Civil engineers).

- 2.4 SITE FURNITURE PLANS - Final locations of tables, benches, and trash receptacles.
- 2.5 IRRIGATION PLANS: Indicating the location and type of irrigation in all planting areas. Assumes availability of City water. City to provide location and capacity of water supply. Specifications included.
- 2.6 CONSTRUCTION DETAILS, SECTIONS: Will indicate the proposed materials, relationships, and dimensions for the planting, hardsurface paving, and irrigation improvements.

Meetings - SMDS shall attend up to one (1) out-of-office meetings in Phase 3. SMDS shall also be available for up to two (2) one-hour bi-weekly conference call or web/teleconference meeting for up to four (4) weeks to facilitate project coordination. Additional meetings and conference calls will constitute and be paid as Additional Services.

Three (3) Construction Document Sets shall be submitted, at 50%, 90% and 100% completion. Permitting by City. Permit submissions are limited to three permitting cycle revisions. Additional sets reflecting revisions to architectural / engineering improvements shall be considered an Additional Service.

PHASE THREE– BIDDING

The Construction Administration phase shall commence immediately upon submission of the final approved set of Construction Documents, and shall be for work including, but not limited to, the following items:

- 3.1 Bid Review and Assistance – We will provide input to the Client/Architect in regard to contractors' bids for the work shown in our plans. Value engineering revisions amounting to greater than 5% change in value as approved in the Opinion of Probable Construction Costs (Phase 1) shall be considered Additional Services, and commence upon approval by the Client.
- 3.2 Review and comment to Contractor's written inquiries as submitted to the Client regarding contract documents.

PHASE FOUR - CONSTRUCTION PHASE SERVICES

- 4.1 Shop Drawing Review – SMDS shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawing, product date, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights, or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The consultant's review shall be conducted with reasonable promptness while allowing sufficient time in SMDS's judgment to permit adequate review. Review of a specific item shall not indicate that SMDS has reviewed the entire assembly of which the item is a component. SMDS shall not be responsible for any deviations from the Construction Documents not brought to the attention of SMDS in writing by the Contractor. SMDS shall not be required to review partial submissions or those for which

submissions of correlated items have not been received.

- 4.2 It is agreed to and understood that the Construction Phase services for this project shall be over a period of six (6) months. Our Construction Administration fee is based on an average hourly fee of \$200 per hour that allows us to provide up to fifty (50) hours of service. If the Construction Phase extends beyond this timeframe or hourly allotment, SMDS shall, if necessary, provide an additional services request for administration and project management hours required to complete the Construction Phase.
- 4.3 Requests for Clarification or Interpretation (RFIs) - SMDS shall provide, with reasonable promptness, written responses to requests from the Contractor for clarification and interpretation of the requirements of the Contract Documents. Such services shall be provided as part of SMDS's Scope of Services. However, if the Contractor's requests for information, clarification or interpretation are, in SMDS's professional opinion, for information readily apparent from reasonable observation of field conditions or a review of the Contract Documents, or are reasonable inferable there from, SMDS shall be entitled to compensation for Additional Services in accordance with this Agreement, for SMDS's time spent responding to such requests. The Landscape Architect shall provide interpretation of plans and responses to Contractor RFI document.
- 4.4 Field Observation – SMDS shall make up to **five (5) site visits**, at intervals appropriate to the stage of construction, in order to observe the progress and quality of the work completed by the Contractor, and to prepare one (1) Substantial Punch List, and (1) Final Punch List.
- 4.5 Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to all SMDS to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contractor Documents. Based on this general observation, SMDS shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work. If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by SMDS as Additional Services in accordance with the terms of this Agreement.
- 4.6 The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.
- 4.7 Meetings - The Landscape Architect shall attend up to one (1) project meeting, in addition to those stated in 4.4. Additional meetings will constitute and be paid as Additional Services.

4.8 FEE PAYMENT AND SCHEDULE

The Basic Scope of Services shall be reimbursed according to the following schedule.

SMDS FEES – INCLUDES IRRIGATION & ARBORIST		ORIGINAL RATE	ADD SERVICE
PHASE ONE – SCHEMATIC DESIGN			\$20,000
PHASE TWO – CONSTRUCTION DOCUMENTS & PERMITTING		\$30,000	\$20,000
PHASE THREE – BIDDING		\$2,000	\$2,000
SUB-TOTAL		\$52,000.00	\$22,000
PHASE FOUR – CONSTRUCTION PHASE – <i>HOURLY, NTE</i>		\$10,000	\$8,000
TOTAL		\$62,000	\$30,000

OTHER REQUIRED SUBCONSULTANTS – Amounts may vary based on scope

Mechanical, Electrical, Plumbing*	\$25,000
Civil Engineering (Drainage)*	\$23,000
Survey (Top Priority)	\$16,000
SUB-TOTAL	\$64,000.00

*Pricing includes drawings, Construction Administration and Project Meetings to be billed hourly.

GRAND TOTAL INCLUDING ADD SERVICE AND SUBCONSULTANTS \$

Notes:

- Additional Service fees assume that Schematic Design phase has been completed.
- Engineering/ Subconsultant fees shall remain the same.
- **One additional site visit in Phase Four: Construction Phase is included.**
- Permit submission and acquisition by others.

PROJECT ENGINEERING & CONSULTANTS

This project may require the services of outside consultants, including but not limited to the following:

- Structural Engineer
- Mechanical/Electrical/Plumbing Engineer
- Civil Engineer
- Pool and Fountain Engineer
- Soil Scientist
- Geotechnical Engineer
- Lighting Consultant
- Ornamental Horticulturalist/Arborist

SMDS services do not include the above-named services, but upon approval and direction by the Client, SMDS shall



LANDSCAPE ARCHITECTURE | URBAN DESIGN | ARCHITECTURE

adjust our scope of services and fee proposal to include these, or additional, consultants as required to assist in the preparation of design/construction documents, as well as construction phase services.

READ, AGREED TO AND ACCEPTED BY:

A handwritten signature in blue ink, appearing to read 'Barry R. Miller'.

Barry R. Miller, RLA, ASLA
Savino & Miller Design Studio
Date: 1/16/2025

Casneve Oupelle
City of North Miami
Date: _____

Attachments: General Terms and Conditions
Exhibit One- Project Area

GENERAL TERMS & CONDITIONS

ADDITIONAL SERVICES

Additional services shall be reimbursed by the Client, at the Hourly Fees listed, for work not specifically described in the Basic Scope of Services, including but not limited to:

- Green Roof/Walls incorporating custom/specialized hydroponic water delivery and construction systems.
- Architectural features such as pergolas/trellises attached to existing building, custom ironwork, gates and fences, etc.
- All site improvements not included in the Basic Scope of Services, including planting in interiors and private balconies, Site Signage/Graphics, and Site Furniture.
- Revisions to the plans after the completion and Submission of SMDS 50% Construction Documents, due to changes in the Client's design program or budget, architectural or engineering revisions to plans, or as requested by the regulatory agencies having jurisdiction.
- The preparation of alternate designs after approval of the Schematic Design Plans.
- Preparation of record as-built drawings or of measured drawings of existing conditions. If record drawings are requested, SMDS shall have the right to rely on the completeness and accuracy of the as-built conditions supplied by the contractor.
- "Final" Perspective Renderings for marketing brochures.
- Consulting Services for preparation of a Maintenance Manual for bidding by certified landscape maintenance contractors, site visit after planting installation.
- LEED drawings, calculations or certifications above Silver Level.
- Additional work for design, documentation and project administration time required for project-related improvements outside of Project Area, including separate permit/design approvals from FDOT.
- Additional meetings not defined in the Basic Scope of Services.

Additional Services shall not commence without written approval from the Client. Compensation for these services provided by SMDS on an hourly basis shall be computed as described in the schedule below of hourly billing rates.

HOURLY BILLING RATES

Principal – Barry Miller	\$250
Project Manager	\$180
Associate	\$120
CAD Draftspersons/Production	\$ 80

NOTE: Billing rates are to remain constant through December 31st of each year. Services covered by this Agreement which are incomplete, through no fault of SMDS, shall be compensated at new rates if applicable.

PAYMENT

Payment Schedule: Fees for Professional Services shall be billed monthly for payment based on percentage of completion. Reimbursable expenses shall be billed with fee invoices. The fee is due within thirty (30) days after date of invoice. A 1.5% late charge shall be added to all balances over thirty (30) days past due and increase by 1.5% every 30 days thereafter on the remaining balance until the total amount is paid in full. SMDS reserves the right to suspend work on the project if not paid within 60 days of the invoice date.

REIMBURSABLE EXPENSES

Reimbursable expenses, in addition to those included in the Basic Scope of Services, are not included in the total fee, and shall include all photographic, long-distance telephone/fax, and printing, parking, mail and courier costs necessary for project completion. Automobile mileage shall be reimbursed at the prevailing IRS rate.

TERMINATION

This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. If the project is suspended by the Client for more than 30 consecutive days, SMDS shall be equitably compensated for services performed prior to notice of such suspension. Failure of the Client to make payments to SMDS in accordance with this Agreement

shall be considered substantial nonperformance and cause for termination. In the event of termination not the fault of SMDS, SMDS shall be compensated fully for services performed prior to termination, together with Reimbursable Expenses.

PROFESSIONAL RECOGNITION

The Client grants SMDS the unrestricted right to use photographs, slides, and digital images of the project (either completed or in construction), prepared by the Client, for submissions to design competitions and awards programs. The Client grants SMDS the unrestricted right to use photographs, slides and digital images of the project for marketing the services of SMDS for a period of six months after the project is completed. In the event the Agreement is terminated by either party prior to completion of the services to be rendered by SMDS, SMDS may not use any photographs, slides and/or digital images of the project. The Client or their agents agree to give Savino & Miller Design Studio full and proper credit for all contributions including, but not limited to, Landscape Architecture, in any press release, news story, or other public relations, media activity, marketing article, on-site project identification boards, models, or promotional brochures.

LIMIT OF LIABILITY

Except where expressly stated to the contrary in any other provision of this Contract, in no event will the Owner be liable to the Consultant for any damages which the Consultant may suffer or incur in connection with or related to this Contract. The Owner's sole financial obligation and liability to the Consultant for any and all matters relating to this Contract will be (a) to pay the Consultant for its Services, and (b) to reimburse the Consultant for Reimbursable Expenses and make any other payments expressly due the Consultant in accordance with the terms of this Contract. In no event will the Consultant be liable to the Owner for any damages which the Owner (or those claiming through the Owner) may suffer or incur in connection with or related to this Contract. The Consultant's sole financial obligation and liability to the Owner for any and all matters relating to this Contract will be limited to the amount of net proceeds available under any insurance policies required of the Consultant under this Contract plus an amount equal to the fees actually paid to the Consultant under this Contract for Basic Contract Services, Reimbursable Expenses and Additional Services.

USE OF LANDSCAPE ARCHITECT'S INSTRUMENTS OF SERVICE

The drawings, other documents, electronic data and other materials prepared by SMDS for this Project are instruments of SMDS's service for use solely with respect to this Project and, unless otherwise provided, SMDS shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. However, SMDS may not sell the materials or provide the materials to competitors of the Client. The Client shall be permitted to retain copies, including reproducible copies, of SMDS's instruments of service for information and reference in connection with the City's use and occupancy of the Project. SMDS unconditionally and irrevocably grants the Client an exclusive, perpetual, fully paid and royalty free license to reproduce the materials prepared by SMDS for this Project in marketing materials for the hotel property; however Client may not create derivative works or develop materials incorporating altered versions of the copyrighted materials.

The Client shall not use or authorize any other person to use SMDS's instruments of service on other projects, for additions to this Project or for completion of this Project by others so long as SMDS is not adjudged to be in default under this Agreement except by agreement in writing and with appropriate compensation to SMDS. The Client shall indemnify and hold harmless SMDS, SMDS's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of unauthorized reuse of instruments of service.

ELECTRONIC FILES

SMDS works in AutoCAD 2D format for its working drawings. Working files received as backgrounds from other consultants shall be in an AutoCAD 2D compatible format on a current survey, with information set in layers within the electronic file consistent or compatible with the latest version of the United States National CAD Standard®. Electronic CAD files distributed by SMDS are not to be considered Contract Documents nor are they intended to be used for construction. These may be provided upon written request for use in this Project as noted above.

PREVAILING PARTY

The prevailing party shall be entitled to recovery of attorney's fees and costs if legal action must be taken to enforce the agreement.

SUCCESSORS AND ASSIGNS

The Client and Landscape Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the



other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.

EXHIBIT ONE PROJECT AREA

