

Memorandum



Date: July 1, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 10(A)(1)

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "Burgess", written over the printed name of George M. Burgess.

Subject: Amendment Number 6 (Six) to the Professional Service Agreement (PSA) with Fisher Dachs Associates Inc. in the amount of \$60,000 to provide an increase to the maximum compensation limit for the provision of theater planning consulting services for the South Miami-Dade Cultural Arts Center.

Recommendation

It is recommended that the Board authorize Amendment No. 6 (Six) to the Non-Architectural or Engineering Professional Service Agreement (PSA) with Fisher Dachs Associates, Inc. in the amount of \$60,000 to provide an increase in the total maximum compensation limit for the provision of theater planning consulting services for the South Miami-Dade Cultural Arts Center (SMDCAC), to authorize the County Mayor or his designee to execute same for and on behalf of Miami-Dade County.

Scope

The Center is located in District 8 and in adjacent proximity to District 9. It is the first major new cultural arts facility in the South Miami-Dade area and like theaters in other Miami-Dade County locations, the Center will serve audiences, cultural organizations and artists from throughout the County.

Fiscal Impact/Funding Source

The funds recommended for augmenting the Professional Service Agreement to Fisher Dachs Associates are available from liquidated damages being assessed against the project's Contractor and/or from existing, increased interest earnings on capital funds budgeted for the South Miami-Dade Cultural Arts Center and from Convention Development Tax (CDT) revenues dedicated to the project. A complete capital project expenditure and revenue budget is attached to this memorandum (Exhibit A).

Track Record/Monitor

Fisher Dachs Associates has an excellent record of successful theater projects worldwide. FDA has been providing essential theater consulting services and proficiently collaborating with the project's architectural and engineering team and other specialty consultants to ensure that the Center's strict design criteria are upheld during construction.

Background

Overview and Status of the Construction Project

The Board of County Commissioners authorized the award of the construction contract for the South Miami-Dade Cultural Arts Center to The Tower Group, Inc. (TTG) through resolution R-880-05 in July 2005. The Department issued a Notice to Proceed to the Contractor on December 29, 2005 for the 22-month construction project including the scheduled substantial completion for August 29, 2007. Due to unforeseen site conditions, the Contractor had to implement dewatering measures different from those originally planned, including the addition of sheet piling and a tremie slab. As a result of the additional dewatering measures and consequent delays, the Department issued Work Order No.1 to compensate the Contractor for the additional costs and time associated with dewatering. Work Order Number 1 extended the contract duration from 608 days to 742 days, and revised the original substantial completion date of August 27, 2007 to January 8, 2008.

Due to the significant amount and flow rate of water encountered below grade, the Department also issued a work order to the project architect, Arquitectonica International Corp. (ARQ), to procure the services of a waterproofing specialty firm, IBA Consultants, to review the project's waterproofing details, provide recommendations for additional waterproofing materials/methods required and perform inspections of the installation of these systems. ARQ incorporated IBA's recommendations into a set of directives to the Contractor included in Architect's Supplemental Information (ASI) #7 to the Contract Documents. The Department later issued Work Order #8 granting TTG a contract time extension of 34 days for the implementation of the additional/revised waterproofing measures. Work Order #8 extended the contract duration from 742 days to 776 days, and revised the substantial completion date of January 8, 2008 to February 11, 2008.

Currently, the construction of the South Miami-Dade Cultural Arts Center is approximately 75% complete. In TTG's latest schedule update, the Contractor is projecting a substantial completion date of October 22, 2008. This is 254 days beyond the contractually required substantial completion date of February 11, 2008. Since the contractual substantial completion date has elapsed, the Department is assessing liquidated damages on a monthly basis against the 10% retainage held for the project.

Because of the extended period of time for the construction of the Center, the contract amounts in the specialty consultant's agreement are being depleted. The amount being recommended in this amendment is sufficient to ensure theater consulting services for the additional time that TTG is indicating for completion of the facility. It is imperative to continue to have access to this consultant's expertise to oversee the construction to its completion and through commissioning of the buildings. The integrity of the theatrical systems is dependant on the continued review of these systems by the specialty consultant that has designed and/or specified the systems.

Professional Service Agreement with Fisher Dachs Associates

Fisher Dachs Associates (FDA) is responsible for specifying and/or designing the Center's theatrical systems, which include items such as the rigging system, theatrical lighting and dimming system, back stage functions, sightlines and theater seating, etc. During construction, FDA reviews submittals, shop drawings, Requests for Information, etc. to ensure that the Contractor's means and methods meet the design criteria. FDA also performs periodic site visits to review the progress of construction and issues

field reports noting areas of deficiencies that need the Contractor's attention. While reviewing newly constructed items, FDA continues to monitor all areas of previously noted deficiencies to ensure they are satisfactorily corrected.

The Professional Service Agreement with Fisher Dachs Associates, Inc. provided project specific professional services for the Performing Arts Center of Greater Miami and has furnished these services for the South Miami-Dade Cultural Arts Center. The scope for the SMDCAC was included in Amendment Number 4 (four) to the Professional Service Agreement and described in Appendix L (Exhibit B). The following table details the original agreement and previous amendments to the Professional Service Agreement with Fisher Dachs Associates, the authorizing resolutions, contract/amendment amount, and scope description.

	Authorizing Resolution	Contract Amount	Scope of Services
Professional Service Agreement	R-313-92	\$390,000	Phase I – Programming and Costing Work for development of new Performing Arts Center (Arsh Center) and evaluation of Existing Performing Arts facilities
Amendment No.1	R-1063-93	\$150,000	Phase 2, Part 1 – Site Materials Development for the Performing Arts Center of Greater Miami (Arsh Center)
Amendment No.2	R-1611-93	\$530,000	Phase 2, Part 2 – Architect Selection for the Performing Arts Center of Greater Miami (Arsh Center)
Amendment No.3	R-276-96	\$2,408,053	Phase 3-5 – Construction Documents, Bidding, & Construction Administration of the Performing Arts Center of Greater Miami (Arsh Center)
Amendment No.4	R-933-98	\$1,050,530	\$285,000 Consulting Services for the Design, Construction, and Commissioning of the South Miami-Dade Cultural Center (Appendix L); \$501,130 Scope of Additional Services for AMS Planning and Research Corp. for the Performing Arts Center of Greater Miami (Appendix M) (Arsh Center); \$264,400 Scope of Additional Services for AMS Planning and Research Corp. for the South Miami-Dade Cultural Center (Appendix N)
Amendment No.5	R-1024-04	\$560,000	Additional Basic & Reimbursable services throughout extended construction period for the Performing Arts Center of Greater Miami (Arsh Center)
TOTAL MAXIMUM CONTRACT AMOUNT		\$5,088,583	

It is important to note that only \$549,400 (shown in bold in the table above) of the total contract award to Fisher Dachs Associates has been allocated to the South Miami-Dade Cultural Arts Center, of which \$264,400 is for the management and cost consulting services provided by AMS Planning and Research (AMS). The following table outlines the scope and its corresponding current and proposed contract amount totals for the Professional Service Agreement with FDA pertaining to the SMDCAC.

Appendix L - South Miami-Dade Cultural Arts Center Scope Phase	Current Contract Fee	Amend. No. 6 Revised Fees	Revised Total Contract Fee
Pre-Schematic Design	\$10,000		\$10,000
Schematic Design	\$40,500		\$40,500
Design Development	\$51,500		\$51,500
Contract Documents	\$52,500		\$52,500
Bid Assistance	\$4,500		\$4,500
Contract Administration	\$66,000	\$30,000	\$96,000
MAXIMUM FEE SUB-TOTAL:	\$225,000		\$255,000
Reimbursable Expenses	\$60,000	\$30,000	\$90,000
MAXIMUM COMPENSATION for APPENDIX L SERVICES	\$285,000	\$60,000	\$345,000

Amendment Number 6 (Exhibit C) will provide \$60,000 total for basic and reimbursable services. The Amendment increases the Basic Services during Construction Administration beyond June 2008 through the completion of the Project at a cost of \$30,000, and increases the Reimbursable Expenses amount by \$30,000. In addition, the Amendment will fund the 20 site visits necessary to complete the construction administration phase and project close out. The County may authorize the shifting of these funds from Additional/Reimbursable Services to Basic Services to suit the requirements of the Project.

With approximately 25% of the project's construction remaining, it is essential to extend the services provided by Fisher Dachs Associates to ensure continuity of services and to maintain the consultant's expertise during the critical period of construction completion, close-out and commissioning of the buildings.

Attachments



 Alex Muñoz
 Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: July 1, 2008

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 10(A)(1)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 10(A)(1)
7-1-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AMENDMENT NUMBER 6 (SIX) TO THE PROFESSIONAL SERVICE AGREEMENT (PSA) WITH FISHER DACHS ASSOCIATES INC. IN THE AMOUNT OF \$60,000 TO PROVIDE AN INCREASE IN THE TOTAL MAXIMUM COMPENSATION LIMIT FOR THE PROVISION OF THEATER PLANNING CONSULTING SERVICES FOR THE SOUTH MIAMI-DADE CULTURAL ARTS CENTER AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Amendment No. 6 (Six) to the Professional Service Agreement between Miami-Dade County and Fisher Dachs Associates for the purpose of providing an increase of \$60,000 to the maximum aggregate sum of all payments to Fisher Dachs Associates for basic and additional/reimbursable services for the provision of theater consulting services, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or his designee to execute such contract amendment on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman

Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz

Audrey M. Edmonson

Carlos A. Gimenez

Sally A. Heyman

Joe A. Martinez

Dennis C. Moss

Dorin D. Rolle

Natacha Seijas

Katy Sorenson

Rebeca Sosa

Sen. Javier D. Souto

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of July, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Stephen Stieglitz

APPENDIX L

SOUTH MIAMI-DADE CULTURAL CENTER

Scope of Additional Theater Consulting Services for Jules Fisher/Joshua Dachs Associates, Inc.

Upon written authorization of the Project Director of the South Miami-Dade Cultural Center ("SM-DCC Project Director"), or the County Manager's designee as indicated in writing, CONSULTANT agrees to perform certain theater consulting services to cover a specific scope of services for the South Miami-Dade Cultural Center, a facility further described in the Preliminary Building Program Summary and Preliminary Capital Cost Budget, attached as Appendix L/Attachment I and Appendix L/Attachment II. Fees for the following Amendment Number 4 Additional Theater Consulting Services shall not exceed the amounts applied to the work outlined in this Appendix and authorized by written Work Order. This Appendix describes the Scope of Additional Consulting Services, Field Days, Compensation and Reimbursable Expenses for Additional Theater Consulting for the South Miami-Dade Cultural Center. All other standard provisions of the PROFESSIONAL SERVICE AGREEMENT with JULES FISHER/JOSHUA DACHS ASSOCIATES, INC. and Amendment Number 1, Amendment Number 2 and Amendment Number 3 remain in full effect for the implementation of the additional work as described in this Amendment, unless otherwise modified by this Amendment.

A. SCOPE OF ADDITIONAL THEATER CONSULTING SERVICES FOR SOUTH MIAMI-DADE CULTURAL CENTER - Design, Construction and Commissioning

1. The CONSULTANT will provide additional theater consulting services and make written recommendations including but not limited to the following areas:
 - a. Assistance with Architect Selection
 - b. Program Confirmation
 - c. Stage and Auditorium Design
 - d. Seating Layouts and Sightlines
 - e. Backstage and Public Space Function and Layout
 - f. Stage Lighting Control System(s)
 - g. Stage Lighting Mounting Positions
 - h. Stage Lighting Instruments and Accessories
 - i. Houselight Control System(s) (houselighting layout by others)
 - j. Stage Worklight System(s)
 - k. Stage Rigging, Accessories, and Softgoods
 - l. House Curtain(s)
 - m. Fire Curtain(s) as required

- n. Stage Lift(s) as required
 - o. Speaker Cluster Rigging
 - p. Variable Acoustic Element Rigging and Machinery (i.e. curtains, banners, etc.)
 - q. Stage Management, Latecomer, and Administrative Video monitoring system(s)
 - r. Film and video projection equipment, as required
2. The CONSULTANT's work will be coordinated by the Project's Architect(s) as if the CONSULTANT were the Architect's own subconsultant.
3. In the **Pre-Schematic Design Phase**, the CONSULTANT will:
- a. Assist in the Architect Selection Process as required, including reviewing qualifications and attending interviews, subject to the limitation on field trips detailed below.
 - b. Participate in a Program Confirmation Phase intended to confirm the project scope and budget. CONSULTANT's activities and deliverables during this process would include:
 - A **Preliminary Revised Program**, which is a re-drafting of the original CONSULTANT-generated 1994 Program to reflect the current project scope.
 - Development of a **Proposed Stage Equipment Budget** for use by the project cost estimator.
 - Attendance at a presentation of the estimated cost of the Preliminary Revised Program, as described in the schedule of field trips listed below.
 - Revisions to the program to accomplish budgetary goals resulting in the **Final Building Program**.
 - Attendance at a concluding presentation of the Final Building Program and cost estimate, as described in the schedule of field trips listed below.
4. In the **Schematic Design Phase**, CONSULTANT will:
- a. Meet with the COUNTY, the Architect(s) and Acoustical Consultant to discuss the project and agree upon the standards, principles, and design philosophy that shall guide the development of the performance spaces.
 - b. Develop preliminary design concept drawings for the performance space for discussion and review, and in order to facilitate the initial planning stages.

- c. Assist the Architect(s) in the planning and layout of the stages and support spaces. Prepare concept sketches and review proposed architectural layouts.
- d. Prepare seating layout and sightline studies for the auditorium, including computer-generated views as required, to aid in visualizing auditorium design concepts. It remains the responsibility of the Architect(s) to ensure formal compliance with appropriate building and safety codes.
- e. Assist the Architect(s) in the planning and layout of public spaces and ancillary public facilities. Prepare concept sketches and make written recommendations for revisions to proposed architectural layouts.
- f. Advise the Architect(s) on layouts of technical areas such as control and projection booths, box office suite, etc.
- g. Meet with the COUNTY, the Architect(s) and the other consultants as required to confirm the proper scope and type of theater equipment and inform the Architect(s) of the spatial, electrical, mechanical and structural requirements of the theatrical systems and equipment.
- h. Provide a **Schematic Design Technical Information Package** consisting of a report detailing theater equipment, systems, and design approaches, a schematic equipment budget, and a schedule of electrical, structural and heat loads for review and coordination.
- i. Provide **Schematic Design recommendations in the form of drawings** including preliminary seating layouts and stage layouts and sections for review and coordination.
- j. Monitor and report on the work of the Architect(s), Acoustical Consultant, and other consultants to ensure compliance with the appropriate criteria with respect to functional efficiency, seating, sightlines stage planning and provision for performance equipment.
- k. Review the work of others for coordination with the systems recommended and described by CONSULTANT.
- l. Attend meetings and presentations in Miami as required, subject to the limitation on field trips detailed below.

5. In the **Design Development Phase**, CONSULTANT will:

- a. Provide the Architect(s) with revised materials incorporating review comments for the Architect(s)'s review and incorporation.
- b. Continue to monitor and report on the work of the Architect(s)'s, Acoustical Consultant, and other consultants to ensure compliance with the appropriate criteria with respect to functional efficiency,

seating, sightlines, stage planning and provision for performance equipment.

- c. Provide a **Design Development Technical Information Package** consisting of a Performance Equipment Budget, recommendations in the form of drawings for stage layouts and stagehouse equipment sections, an updated report detailing recommended theater equipment, systems, and design approaches, and recommended electrical equipment location plan and riser diagram for the project electrical engineer to adapt and incorporate into their contract documents.
- d. Meet with the COUNTY to review the status of the design for technical systems and equipment.
- e. Provide layout sketch of recommended details of catwalks, locking rails, pin rails, loading galleries, stage floor details, headblock and loftblock beams, the gridiron, front-of-house lighting positions, dimmer rooms, or other specialized construction for the Architect(s) and Engineers to adapt and incorporate into the contract documents.
- f. Provide sketch elevation drawings of critical walls in the stagehouse or other areas indicating recommended technical equipment locations and mounting heights for information, coordination and incorporation by the Architect(s) and Engineers into the Contract Documents.
- g. Review the work of others for coordination with the systems recommended and described by the CONSULTANT.
- h. Attend meetings and presentations in Miami as required, subject to the limitation on field trips detailed below.

6. In the **Contract Documents Phase**, CONSULTANT will:

- a. Review Architect(s)'s finished working drawings and provide recommended specifications for the Architect(s) to adapt and incorporate for the following:
 - i. Stage Lighting Control Systems
 - Stage lighting dimmer racks and dimmers*
 - Stage lighting control console(s)*
 - Stage lighting outlet devices*
 - Stage lighting fixtures, cable, and accessories*
 - Stage management racks, cueing and non-dim systems*
 - ii. Houselighting Control Systems
 - (Houselighting fixture selection and layout by others)*
 - Houselighting dimmer racks and dimmers*
 - Houselighting control panels*

- iii. Concert Enclosure (acoustical design parameters by Acoustical Consultant)
 - Concert Enclosure Ceiling Elements as required*
 - Concert Shell Wall Elements as required*
 - Forestage Reflector Elements as required*
- iv. Rigging and Stage Machinery
 - Stage rigging hardware*
 - Stage draperies, soft goods and masking*
 - Stage lifts, as required*
 - Variable acoustical elements and rigging*
 - Speaker cluster rigging*
 - Fire curtain and rig, as required*
 - House curtain and rig, as required*
- v. Seating
 - Auditorium seating layouts*
 - Auditorium seats*
- vi. In-House Video Systems
 - Stage management and performer cueing video system*
 - cameras, amps, switching and monitors*
 - Latecomer, lobby, office, and dressing room video monitoring*
 - system cameras, amps, switching, modulation and monitors*
- b. Continue to review the work of the Architect(s)'s, Acoustical Consultant, and other consultants to ensure compliance with the appropriate criteria with respect to functional efficiency, seating, sightlines, stage planning and provision for performance equipment.
- c. Review the work of others for coordination with the systems recommended and described by CONSULTANT.
- d. Provide a **Contract Documents Phase Technical Information Package** consisting of an updated report detailing recommended theater equipment, systems, and design approaches, and a Contract Documents phase budget for the systems recommended and described by CONSULTANT.
- e. Assist the COUNTY in pre-qualifying interested theatrical equipment bidders, as required.
- f. Attend meetings and presentations in Miami as required, subject to the limitation on field trips detailed below.

7. In the **Bid Assistance Phase**, CONSULTANT will:

- a. Attend pre-bid conferences as required, subject to the limitation on field trips detailed below.
- b. Assist in the receipt and evaluation of bids.

- c. Review the work of others for coordination with the systems recommended and described by CONSULTANT.
- d. Respond in a timely manner to requests for information regarding systems recommended and described by CONSULTANT so as not to cause delays.

8. In the Contract Administration Phase, Completion and Opening, CONSULTANT will:

- a. Review shop drawings for the systems recommended and described by CONSULTANT and provide comments to the Architect(s).
- b. Visit the site at intervals to answer field questions, assist in coordination between installers and manufacturers, and review job progress in areas critical to CONSULTANT recommended and described systems and equipment, subject to the limitation on field trips detailed below.
- c. Respond in a timely manner to requests for information regarding systems recommended and described by CONSULTANT so as not to cause delays.
- d. Attend trial set-ups of items of stage machinery as called for in CONSULTANT recommended and described specifications, subject to the limitation on field trips detailed below.
- e. Assist in preparing a punchlist and reviewing the completed project for approval of final payment to the Contractor.
- f. Assist in follow-up on punchlist items.
- g. Assist the Facility's staff in becoming familiar with the building and its equipment in the first season, consisting of the first nine months following the first public performance in the Facility, and cooperate in the presentation of the first productions.
- h. Assist the Facility's staff in the preparation of an information package for incoming users prior to completion of construction.
- i. Work closely with the COUNTY to help the media, press, public, and users to understand the features of the buildings so that coverage and impressions of the first season will be as positive and supportive as possible.

B. FIELD TRIPS

The number of Field Trips included in the Scope of Additional Theater Consulting Services for Amendment Number 4 shall not exceed 54 trips outside of New York (including travel time) and up to 63 CONSULTANT-days. The SM-DCC Project Director may authorize the shifting of trips and personnel between phases to suit the requirements of

the process, and the following schedule is shown for general planning purposes only:

**Amendment Number 4 Additional Theater Consulting Services Field Trip
Allocations by Phase**

Scope Phase	Consultant-Trips	Consultant-Days
Pre-Schematic Design	5	5.5
Schematic Design	8	10
Design Development	10	13
Contract Documents	6	6
Bid Assistance	0	0
Contract Administration and Opening	25	28.5
TOTAL	54	63

C. COMPENSATION

Based on the above Scope of Additional Theater Consulting Services and Field Trips, the fees for these services shall be up to the amounts per Scope Phase as noted below. The SM-DCC Project Director may authorize the shifting of fee within and between Scope Phases to suit the requirements of the process, subject to mutual agreement between COUNTY and CONSULTANT regarding changes in the services for the Scope Phases affected and as long as the Maximum Total Fee for all Scope Phases does not exceed \$225,000.

Scope Phase	Estimated Fee
Pre-Schematic Design	10,000
Schematic Design	40,500
Design Development	51,500
Contract Documents	52,500
Bid Assistance	4,500
Contract Administration and Opening	66,000
MAXIMUM FEE TOTAL	225,000

D. REIMBURSABLE EXPENSES

The CONSULTANT shall be compensated for Reimbursable Expenses pursuant to Section 8.05 of Amendment Number 3. The aggregate sum of all payments to the CONSULTANT for all Reimbursable Expenses related to these Additional Services of Finite Scope shall not exceed \$60,000. Any portion of this sum for which payment is not authorized in writing by the SM-DCC Project Director shall remain the Property of the COUNTY and may be shifted to additional services subject to Amendment Number 3, Section 8.04 - Additional Services, Scope to be Determined and Amendment Number 3, Section 8.07 - Additional Services, Scope to be Determined/Reimbursable Expenses Fee.

E. MAXIMUM COMPENSATION FOR ADDITIONAL SERVICES OF FINITE SCOPE

The total of all payments to the CONSULTANT pursuant to this Appendix shall not exceed \$285,000, including fees and related reimbursable expenses.

South Miami-Dade Cultural Center

The South Miami-Dade Cultural Center will be located at S.W. 216th Street and 107th Avenue, on 6.44 acres of land adjacent to the South Miami-Dade Government Center. It is planned as a free-standing, multidisciplinary center for the arts that will serve as a showcase for the performing as well as the visual arts in its theater and outdoor plaza space. Additionally, the South Miami-Dade Cultural Center will include educational and classroom spaces that can accommodate the teaching of various art forms including dance, music, visual arts and crafts. The facility is intended to serve as a vital catalyst for community, cultural and economic development. The technical specifications recommended in the Preliminary Building Program are designed to ensure that the South Miami-Dade Cultural Center will be a first-rate facility for artists, arts groups, audience members and the community.

Metropolitan Dade County Cultural Affairs Council
Jules Fisher Associates, Inc. Theatre Consultants

3/21/94

Page 1

SUMMARY OF SQUARE FOOTAGES**PRELIMINARY - SOUTH DADE ARTS FACILITY**

	Total NSF
100 Main Theatre	38,689
300 Activity Spaces	9,325
400 Administrative Offices	1,746
600 Exterior Spaces & Sitework	exterior
700 Non-Programmed Spaces	-
<u>Total</u>	<u>49,760</u>

PRELIMINARY - SOUTH DADE ARTS FACILITY

Proposed NSF

Main Theatre		1000 Seats	
<i>Auditorium - 17300 nsf</i>			
101 Auditorium		10.0 sf/seat	10,000
102 Stagehouse & Crossover		45d x 80w x 70 grid	3,600
103 Orchestra Pit for up to 35 musicians			840
<i>Underhung Area</i>		240 nsf	
<i>Lift Area</i>		600 nsf	
104 Trap Room		40 x 20	800
105 Counterweight Pit			270
106 Off-Stage Toilet			30
107 Pit Seat Storage Room			200
108 Orchestra Shell Tower Storage Area			500
109 Dimmer Room			150
110 Audio Rack Room			100
111 Lighting Control Booth			150
112 Sound Control Booth			150
113 Sound Mix Position in Auditorium			100
114 Projection Booth			200
115 Followspot Booth			210
<i>Performer Accommodations - 2820 nsf</i>			
116 Dressing Rooms			1,720
(2) Two-person rooms, t&s	4	400 nsf	
(2) 20-person Chorus rooms, t&s	40	1,320 nsf	
<i>Total accommodations</i>	44		
117 Performers Greenroom w/kitchenette			400
118 Wardrobe Room			400
119 Wig & Make-up Room			100
120 Laundry			200
<i>Staff Accommodations - 310 nsf</i>			
121 Production Staff Office			120
122 Stage Management Office			80
123 Crew Lockers			30
124 General use toilets		2@40	80

Receiving & Storage - 4450 nsf

125 Stage receiving & assembly (20' high)	1,000
126 Lighting Storage, repair, gel, templates	200
127 A/V Shop & Storage	100
128 Piano Storage	100
129 Stands, Chairs, Riser storage	200
130 General Storage	750
131 Tool Room	100
132 Scene Shop w/ exterior deck	2,000
133 Backstage elevator (3 stops)	240

Building Services - 580 nsf

134 Building Engineering control office	100
135 Janitorial supplies storage	150
136 Janitorial crew lockers	20
137 Janitors' Closets	30
Stage, w/ slop sink	15 nsf
Dressing Rooms	15 nsf
138 Stage Door/Security	80
139 Garbage Disposal/Trash Holding	200

Front-of-House and Public Spaces - 12989 nsf

140 Box Office	200
141 Entry Vestibule @ 0.5 nsf per seat	500
142 Lobby Areas Total @ 4.0 nsf per seat	4,000
143 Public Circulation @ 6.0 nsf per seat (stairs, sound & light locks, egress paths, etc.)	6,000
144 Concessions/Bars (5 lin/ft for each 200 patrons)	25 linear ft 125
145 Bar & Concession Storage & Workroom(s)	100
146 Restrooms @ 1 fxtr/ 30 seats 22 wc's for women 11 fxtrs; 6 urinals, 5 wc's for men	33 fxtrs 1,639 1,144 nsf 495 nsf
147 F.O.H. Equipment Storage (rain runners, ropes & stanchions, etc.)	100
148 Janitors' Closet	15
149 House Manager/First Aid	100
150 Public Elevator (1 - 5 x 7 cabs, 3 stops)	210
Sub-Total	38,689

Activity Spaces

301 Activity Complex Lobby/Waiting/Gathering Area	covered, unenclosed	
302 Activity Complex Public Restrooms	3 fxtrs/sex	300
303 Dance Rehearsal Room - 15' high	35 x 45	1,575
304 Utility/Receptions/Drama Rehearsal - 15' high	45 x 60	2,700
305 Rehearsal Storage		300
306 Rehearsal Locker Rooms for 80, M & F		650
307 Rehearsal Toilets/Showers, M & F		600
308 Caterer's Pantry/Storage		500
309 Gallery/Classroom/Meeting Room		1,000
310 Art Studio/Classroom/Crafts		1,200
311 Art, Crafts, Gallery Storage		500
Sub Total		9,325

Administrative Offices

401 Office Suite for staff of 10		1,000
402 Conference Room		300
403 Restrooms	2 rms, 1 fxtrs ea.	80
404 Kitchenette		80
405 Records & Supplies		200
406 Reception/waiting		80
407 Janitor's Closet w/slop sink		6
Sub Total		1,746

Exterior Spaces & Sitework

601 Plaza/Courtyard/Commons - informal outdoor performance space with shaded areas and café access	<i>exterior</i>
602 Bus & School Bus Parking & Cueing	<i>exterior</i>
603 Signage & poster cases	<i>exterior</i>
604 Truck & van Parking @ all loading docks	<i>exterior</i>
605 Dumpster pads/recycling bins	<i>exterior</i>
<hr/> Sub Total	<i>exterior</i>

Non-Programmed Spaces

701 Mechanical and Electrical
702 Inaccessible Spaces
703 Circulation
<hr/> Sub Total

TOTAL NET SQUARE FOOTAGE**49,760**

SOUTH MIAMI-DADE CULTURAL CENTER
Updated Preliminary Program Budget

Preliminary Capital Cost Budget Summary

24 October 1997

	Main Theatre	Activity Spaces	Admin Offices	Ext Spaces & Sitework	Total Facility
Gross Floor Area (gsf)	57,300	13,950	2,350	n/a	73,600
Audience Seating Capacity	1,000	n/a	n/a	n/a	1,000
1. Building cost					0
(a) Basic building construction	8,310,000	1,440,000	160,000	0	9,910,000
(b) Exterior canopies allowance	120,000	40,000	0	0	160,000
(c) Signage and graphics allowance	50,000	20,000	10,000	50,000	130,000
(d) Performance equipment accommodation	300,000	30,000	0	0	330,000
	\$8,780,000	\$1,530,000	\$170,000	\$50,000	\$10,530,000
2. Performance equipment allowance	1,000,000	30,000	0	0	1,030,000
3. Fixed and loose audience seating	240,000	0	0	0	240,000
4. Site development/streetscaping allowance	0	0	0	600,000	600,000
5. Building utilities and site services allowance	0	0	0	100,000	100,000
6. General conditions, overheads and fee	1,000,000	160,000	20,000	70,000	1,250,000
Total Construction Cost (October 1997 Bid Dollars)	\$11,020,000	\$1,720,000	\$190,000	\$820,000	\$13,750,000
7. Construction change order contingency	550,000	90,000	10,000	40,000	690,000
8. Professional fees and expenses	1,430,000	220,000	20,000	110,000	1,780,000
9. Owner purchase FF&E	170,000	50,000	10,000	0	230,000
10. Escalation contingency	530,000	80,000	10,000	40,000	660,000
Total Capital Cost (December 1998 Bid Dollars)	\$13,700,000	\$2,160,000	\$240,000	\$1,010,000	\$17,110,000
11. Escalation contingency	550,000	90,000	10,000	40,000	690,000
Total Capital Cost (December 1999 Bid Dollars)	\$14,250,000	\$2,250,000	\$250,000	\$1,050,000	\$17,800,000

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**AMENDMENT NUMBER 6 TO THE
JULES FISHER JOSHUA DACHS ASSOCIATES
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT entered into this ____ day of _____, 2008 by and between Miami-Dade County, 111 N.W. 1st Street, Miami, Florida_33128-1964, (hereinafter referred to as "COUNTY") and JULES FISHER JOSHUA DACHS ASSOCIATES, INC., 126 Fifth Avenue, New York 10011 (hereinafter referred to as "CONSULTANT"), is Amendment Number 6 to the PROFESSIONAL SERVICE AGREEMENT approved on March 17, 1992, Item 5(f)(5), Resolution R-313-92, as amended by: Amendment Number 1 ("Amendment Number 1") on July 27, 1993, Item 5(E)(1J), Resolution R-1063-93; by Amendment Number 2 ("Amendment Number 2") on December 12, 1993, Item 3 (8)(10) Resolution R-1611-93; by Amendment Number 3 ("Amendment Number 3") on March 19, 1996, Item 6(8)(3), Resolution R-276-96; by Amendment Number 4 ("Amendment Number 4") on July 21, 1998, Item 8(A)(1)(D), Resolution R-933-98; and by Amendment Number 5 ("Amendment Number 5") on July 27, 2004, Item (11)(A)(8), Resolution R-1024-04.

The following sections are amendments to this PROFESSIONAL SERVICE AGREEMENT, Amendment Number 1, Amendment Number 2, Amendment Number 3, Amendment Number 4, and Amendment Number 5 to cover extended basic services during construction administration and related reimbursable expenses for the **South Miami-Dade Cultural Arts Center** as previously defined in Appendix L of Amendment Number 4, and amended herein. The sections of this Amendment are designated as amending or replacing corresponding sections of the PROFESSIONAL SERVICE AGREEMENT, Amendment Number 1, Amendment Number 2, Amendment Number 3, Amendment Number 4, and Amendment Number 5. All other standard provisions of the PROFESSIONAL SERVICE AGREEMENT with JULES FISHER JOSHUA DACHS ASSOCIATES, INC., Amendment Number 1, Amendment Number 2, Amendment Number 3, Amendment Number 4, and Amendment Number 5 remain in full effect for the implementation of the work as described in this Amendment, unless otherwise modified by this Amendment.

**SECTION 8
(Amends Section 8 as Previously Amended)**

COMPENSATION FOR AMENDMENT NUMBER 6

8.06A ADDITIONAL THEATER CONSULTING SERVICES OF FINITE SCOPE

The aggregate sum of all payments to Jules Fisher Joshua Dachs Associates, Inc. for all Amendment Number 4 and Amendment Number 6 Additional Theater Consulting Services for the **South Miami-Dade Cultural Arts Center**, including amounts for fees,

related reimbursable expenses and additional services, scope to be determined shall not exceed **\$345,000**. Any portion of this sum for which payment is not authorized in writing by the Project Director shall remain the property of the COUNTY. The total of all payments to the CONSULTANT pursuant to this Amendment shall not exceed **\$345,000**.

8.08A MAXIMUM COMPENSATION FOR AMENDMENT NUMBER 6

The total of all payments to the CONSULTANT pursuant to this Amendment shall not exceed **\$60,000**.

APPENDIX L

(Sections B, C, D, and E Amend Appendix L)

B. FIELD TRIPS

The number of Field Trips included in the Scope of Additional Theater Consulting Services for Amendment Number 4 and Amendment Number 6 shall not exceed **74** trips outside of New York (including travel time) and up to **83** CONSULTANT-days. The SMDCAC Project Director may authorize the shifting of trips and personnel between phases to suit the requirements of the process, and the following schedule is shown for general planning purposes only:

Amendment Number 6 Additional Theater Consulting Services Field Trip Allocations by Phase

Scope Phase	Consultant Trips	Consultant Days
Pre-Schematic Design	5	5.5
Schematic Design	8	10
Design Development	10	13
Contract Documents	6	6
Bid Assistance	0	0
Contract Administration and Opening	45	48.5
TOTAL	74	83

C. COMPENSATION

Based on the above Scope of Additional Theater Consulting Services and Field Trips, the fees for these services shall be up to the amounts per Scope Phase as noted below. The SMDCAC Project Director may authorize the shifting of fee within and between Scope Phases to suit the requirements of the process, subject to mutual agreement between COUNTY and CONSULTANT regarding changes in the services for the Scope Phases affected and as long as the Maximum Total Fee for all Scope Phases does not exceed **\$255,000**.

Appendix L South Miami-Dade Cultural Arts Center Scope Phase	Current Contract Fee	Amend. No. 6 Revised Fees	Revised Total Contract Fee
Pre-Schematic Design	\$10,000		\$10,000
Schematic Design	\$40,500		\$40,500
Design Development	\$51,500		\$51,500
Contract Documents	\$52,500		\$52,500
Bid Assistance	\$4,500		\$4,500
Contract Administration	\$66,000	\$30,000	\$96,000
MAXIMUM FEE SUB-TOTAL:	\$225,000		\$255,000

D. REIMBURSABLE EXPENSES

The CONSULTANT shall be compensated for Reimbursable Expenses pursuant to Section 8.04 of Amendment Number 2. The aggregate sum of all payments to the CONSULTANT for all Reimbursable Expenses related to these Additional Services of Finite Scope for the South Miami-Dade Cultural Arts Center shall not exceed **\$90,000** (\$60,000 authorized in Amendment Number 4 plus \$30,000 Authorized in Amendment Number 6). Any portion of this sum for which payment is not authorized in writing by the SMDCAC Project Director shall remain the Property of the COUNTY and may be shifted to additional services subject to Amendment Number 2, Section 8.03 - Additional Services, Scope to be Determined. The CONSULTANT shall notify the COUNTY when 75% of the sum available for Reimbursable Expenses has been used so that the CONSULTANT and the COUNTY can assess the sufficiency of remaining funds for anticipated Reimbursable Expenses.

E. MAXIMUM COMPENSATION FOR ADDITIONAL SERVICES OF FINITE SCOPE

The total of all payments to the CONSULTANT pursuant to this Appendix shall not exceed **\$345,000**, including fees and related reimbursable expenses.

IN WITNESS WHEREOF, the parties hereto have executed these presents this _____ day of _____, 2008.

ATTEST:
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

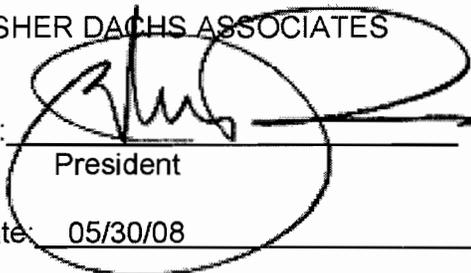
By: _____

By: _____
County Mayor or Designee

ATTEST:

FISHER DACHS ASSOCIATES

By: _____
Witness

By:  _____
President

By: _____
Witness

Date: 05/30/08 _____