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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: July 1, 2008

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

Agenda Item No. 10(A)(2)

From: George M. Burgess
County Manager

Resolution No. R-768-08

Subject: Amendment No. 5 (Five) to the Professional Service Agreement with Artec Consultants Inc. in the Amount of $60,000 to provide an increase in the total maximum compensation limit for the provision of acoustical and sound and communications consulting services for the South Miami-Dade Cultural Arts Center.

Recommendation

It is recommended that the Board authorize Amendment No. 5 (Five) to the Non-Architectural or Engineering Professional Service Agreement (PSA) with Artec Consultants Inc. in the amount of $60,000 to provide an increase in the total maximum compensation limit for the provision of acoustical and sound and communications 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 Artec Consultants Inc. are available from liquidated damages being assessed against the project's Contractor and/or 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

Artec Consultants Inc. has an excellent record of successful theater projects worldwide. Artec has been providing essential acoustical and sound and communications 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 acoustical and sound and communication systems 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 acoustics and sound and communication 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 Artec Consultants
Artec Consultants, Inc. has established the criteria for the Center's acoustical excellence and designed the sound and communications system. During construction, Artec reviews submittals, shop drawings, Requests for Information, etc. to ensure that the Contractor's means and methods meet the strict design criteria for acoustical qualities and for the sound and communication system. Artec performs periodic site visits to review the progress of construction as it relates to items such as: structural isolation joints; noise and vibration control systems for the mechanical, electrical, and plumbing trades; the conduit, wiring and equipment assembly and installation for the sound and communications systems, etc. After each site visit, Artec issues field reports noting areas of deficiencies that need the Contractor's attention. While reviewing newly constructed items, Artec continues to monitor all areas of previously noted deficiencies to ensure they are satisfactorily corrected.

The Professional Service Agreement with Artec Consultants 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 3 to the Professional Service Agreement and described in Appendix J (Exhibit B). The following table details the original agreement and previous amendments to the Professional Service Agreement with Artec Consultants, Inc., the authorizing resolutions, contract/amendment amount, and scope description.

	Authorizing Resolution	Contract Amount	Scope of Services
Artec Consultants Professional Service Agreement	R-976-92	$125,000	Phase I – Programming and Costing Work for development of new Performing Arts Center (Arsht Center) and evaluation of Existing Performing Arts facilities
Amendment No.1	R-409-94	$61,000	Phase 2 – Architect Selection Process for the Performing Arts Center of Greater Miami (Arsht Center)
Amendment No.2	R-276-96	$2,019,500	Phase 3 – Design, Construction and Commissioning of Performing Arts Center of Greater Miami (Arsht Center)
Amendment No.3	R-1267-98	$325,000	**$285,000 Consulting Services for the Design, Construction, and Commissioning of the South Miami-Dade Cultural Center (Appendix J)** $40,000 increase to the Additional Services/Reimbursable Expenses for the Performing Arts Center of Greater Miami (Arsht Center)
Amendment No.4	R-1073-01	$600,000	Additional Basic & Reimbursable services throughout extended construction period for the Performing Arts Center of Greater Miami (Arsht Center)
TOTAL MAXIMUM CONTRACT AMOUNT		**$3,130,500**	

It is important to note that only $285,000 (shown in bold in the table above) of the total contract award to Artec Consultants Inc. has been allocated to the South Miami-Dade Cultural Arts Center. The following table outlines the scope and its corresponding current and proposed contract amount totals for the Professional Service Agreement with Artec Consultants Inc. pertaining to the SMDCAC.

Appendix J - South Miami-Dade Cultural Arts Center Scope Phase	Current Contract Fee	Amend. No. 5 Revised Fees	Revised Total Contract Fee
Pre-Schematic Design	$27,600		$27,600
Schematic Design	$34,500		$34,500
Design Development	$34,500		$34,500
Contract Documents	$57,500		$57,500
Bid Assistance	$6,900		$6,900
Contract Administration	$57,500	$30,000	$87,500
Post-Opening	$11,500		$11,500
MAXIMUM FEE SUB-TOTAL:	**$230,000**		**$260,000**
Reimbursable Expenses	$55,000	$30,000	$85,000
MAXIMUM COMPENSATION for APPENDIX J SERVICES	**$285,000**	**$60,000**	**$345,000**

Amendment Number 5 **(Exhibit C)** will provide an additional $60,000 total for basic and reimbursable services. The Amendment increases the Basic Services during Construction Administration phase 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 Artec Consultants Inc. 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)(2)

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 10(A)(2)
7-1-08

RESOLUTION NO. **R-768-08**

RESOLUTION AUTHORIZING AMENDMENT NUMBER 5 (FIVE) TO THE PROFESSIONAL SERVICE AGREEMENT WITH ARTEC CONSULTANTS INC. IN THE AMOUNT OF $60,000 TO PROVIDE AN INCREASE IN THE TOTAL MAXIMUM COMPENSATION LIMIT FOR THE PROVISION OF ACOUSTICAL AND SOUND AND COMMUNICATIONS 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 AND TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN

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. 5 (Five) to the Professional Service Agreement between Miami-Dade County and Artec Consultants Inc. for the purpose of providing an increase of $60,000 to the maximum aggregate sum of all payments to Artec Consultants Inc. for basic and additional/reimbursable services for the provision of acoustical and sound and communications 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 **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Carlos A. Gimenez** and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman **absent**
Barbara J. Jordan, Vice-Chairwoman **aye**

Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Joe A. Martinez	**absent**	Dennis C. Moss	**aye**
Dorrin D. Rolle	**absent**	Natacha Seijas	**absent**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

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: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Stephen Stieglitz

EXHIBIT A

South Miami-Dade Cultural Arts Center
Project Budget

EXPENSES		Project Budget	
Capital Costs			
The Tower Group, Inc. bid - Phase I Theater Building	34,569,000		
The Tower Group Inc. bid - Add Alternate Phase II Activity Building	3,669,000		
Sub-Total:		38,238,000	
Bid negotiation/Cost savings measures		(2,000,000)	
Revised bid amount/ Construction Cost:		**36,238,000**	
Owner Controlled Contingency (10%)	3,623,800		
Allowance account for orchestra shell	500,000		
Sub-Total:		**40,361,800**	
Independent Private Sector Inspector General (.75% of construction)	271,785		
Office of the Inspector General (.25% of construction)	100,905		
Total Construction Contract:		**40,734,490**	
A/E Consultants Fees		**2,357,136**	
A/ E fees - *Arquitectonica Int.* (includes Basic, Reimbursable, & Addt'l Svcs)	1,637,136		
A/ E fees - Additional A/E Services during construction	430,000		
Threshold Inspection and Special Instection Services	90,000		
Work Site Structural Engineering Representation	100,000		
Scheduling Consultant	100,000		
Public Art Allowance (1 1/2% of construction cost, contingency, and A/E fees)		**640,784**	
Owner Development Costs & FF&E		**3,638,816**	
Theatre Consultant - *Fisher/Dachs Associates*	345,000		
Acoustical Consultant - *Artec Consultants, Inc.*	335,000		
Management Consultant - *AMS Planning and Research Co.*	264,400		
Misc. Costs (Soil Borings, Testing, etc.)	250,000		
Fixtures, Furnishings & Equipment - Owner Provided	1,013,416		
Telecommunications	100,000		
County Project Management	910,000		
Project Liability Insurance	247,000		
Financial Fees (Bond Audit)	24,000		
Water & Sewer Connection Fees	30,000		
DBD Monitoring	60,000		
Sponsorship Marketing (The Superlative Group)	60,000		
TOTAL PROJECT COSTS			**47,371,226**
REVENUES			
CDT - PAC Bond Revenues Series 1997	15,850,869		
Budgeted Interest Earnings	1,949,131		
Additional Interest Earnings	7,768,710		
CDT Bond Revenues (R-1408-00) (May 17, 2005 BCC item #7D)	10,055,016		
Safe Neighborhood Parks Bond Issue (Amount of grant reduced $2500 for Parks Administrative fees.)	247,500		
State of Florida Cultural Facilities Grant 2002-2003	500,000		
State of Florida Cultural Facilities Grant 2005-2006	500,000		
State of Florida Cultural Facilities Grant 2006-2007	500,000		
Building Better Communities General Obligation Bond Program (2007 Allocation)	10,000,000		
TOTAL PROJECT REVENUES			**$47,371,226**

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11-598
R-1217-98

AMENDMENT NUMBER 3 TO THE
ARTEC CONSULTANTS INC
PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT entered into this 16 day of Nov., 1998 by and between Miami-Dade County, 111 N.W. 1st Street, Miami, Florida 33128-1964, (hereinafter referred to as "COUNTY") and ARTEC CONSULTANTS INC, 114 West 26 Street, New York 10001-6812 (hereinafter referred to as "CONSULTANT"), is Amendment Number 3 to the PROFESSIONAL SERVICE AGREEMENT approved on July 21, 1992, Item 5(i)(3), Resolution R-976-92, as amended by Amendment Number 1 ("Amendment Number 1") on March 22, 1994, Item 3(B)(5), Resolution R-409-94 and by Amendment Number 2 ("Amendment Number 2") on March 19, 1996, Item 6(B)(6), Resolution R-276-96.

The following sections are amendments to this PROFESSIONAL SERVICE AGREEMENT, Amendment Number 1 and Amendment Number 2 to cover a specific scope of additional services, compensation and workplan further described in Appendix J. Appendix J is an amendment to this PROFESSIONAL SERVICE AGREEMENT, Amendment Number 1 and Amendment Number 2 to cover a specific scope of additional acoustics and sound and communications systems consulting services, compensation and workplan in regard to the design, construction and commissioning of the South Miami-Dade Cultural Center, a facility further described in this Appendix J. In addition, Section 8.05 is an amendment to this PROFESSIONAL SERVICE AGREEMENT, Amendment Number 1 and Amendment Number 2 to provide additional funds to cover reimbursable expenses and/or additional services, scope to be determined, for additional acoustics and sound and communications systems consulting services for the Miami-Dade Performing Arts Center. The sections of this Amendment are designated as amending or replacing corresponding sections of the PROFESSIONAL SERVICE AGREEMENT, Amendment Number 1 and Amendment Number 2.

All other standard provisions of the PROFESSIONAL SERVICE AGREEMENT with ARTEC CONSULTANTS INC, and Amendment Number 1 and Amendment Number 2 and remain in full effect for the implementation of the additional work as described in this Amendment, unless otherwise modified by this Amendment.

All other standard provisions of the PROFESSIONAL SERVICE AGREEMENT with ARTEC CONSULTANTS INC. and Amendment Number 1 and Amendment Number 2 remain in full effect for the implementation of the additional work as described in this Amendment, unless otherwise modified by this Amendment.

SECTION 4
(Amends Section 4 as Previously Amended)

AMENDMENT TO SCOPE OF SERVICES - AMENDMENT NUMBER 3 ADDITIONAL SERVICES

4.01A The **Project Scope** for Amendment Number 3 Additional Services is detailed in the following appendix to this Agreement:

- **Appendix J - Scope of Additional Services for acoustics and sound and communications systems consulting services for the South Miami-Dade Cultural Center;**

SECTION 8
(Sections 8.03A, 8.05A and 8.06A Amend Section 8 as Previously Amended; Section 8.05 Replaces Section 8.05 in Amendment Number 2 as Previously Amended)

COMPENSATION FOR AMENDMENT NUMBER 3

8.03A ADDITIONAL SERVICES OF FINITE SCOPE FOR THE SOUTH MIAMI-DADE CULTURAL CENTER

Amendment Number 3 Additional Acoustics and Sound and Communications Systems Consulting Services which have a finite scope of services are detailed in Appendix J - Scope of Additional Services for the South Miami-Dade Cultural Center. The fees for these Additional Services shall not exceed the amounts, as noted in Section 8.06A and further specified in Appendix J.

8.05 INCREASE TO ADDITIONAL SERVICES/REIMBURSABLE EXPENSES FEE FOR THE MIAMI-DADE PERFORMING ARTS CENTER

An additional sum of $40,000 is added to the Additional Services/Reimbursable Expenses Fee specified in Section 8.05 of Amendment Number 2 for the Miami-Dade Performing Arts Center. The amended aggregate sum of all payments to the CONSULTANT for all Additional Services/Reimbursable Expenses for the Miami-Dade Performing Arts Center under Amendment Number 2 and Amendment Number 3 shall not exceed $375,000, which is the combined sum of this additional $40,000 and $335,000, the amount specified in Section 8.05 of Amendment Number 2. ~~The CONSULTANT shall not incur expenses in excess of this total amount unless payment for such items or expenses is authorized in writing by the COUNTY.~~ Any portion of this sum for which payment is not authorized in writing by the Project Director shall remain the property of the COUNTY.

Approved as noted. J. Beans 10/6/98

8.05A ADDITIONAL ACOUSTICS AND SOUND AND COMMUNICATIONS SYSTEMS CONSULTING SERVICES OF FINITE SCOPE FEE FOR THE SOUTH MIAMI-DADE CULTURAL CENTER

The aggregate sum of all payments to Artec Consultants Inc for all Amendment Number 3 Additional Acoustics and Sound and Communications Systems Consulting Services for the South Miami-Dade Cultural Center, including amounts for fees, related reimbursable expenses and additional services, scope to be determined shall not exceed $285,000, as provided for in Appendix J/Sections C, D and E. Any portion of this sum for which payment is not authorized in writing by the Project Director shall remain the property of the COUNTY.

8.06A MAXIMUM COMPENSATION FOR AMENDMENT NUMBER 3

The total of all payments to the CONSULTANT pursuant to this Amendment shall not exceed $325,000.

IN WITNESS WHEREOF, the parties hereto have executed these presents this 16 day of Nov., 1998.

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

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

By: _____
MERRETT R. STIERHEIM
County Manager

ATTEST:

By: _____
Witness

By: _____
Witness

ARTEC CONSULTANTS INC
Acoustics Consultants

By: Russell Johnson
RUSSELL JOHNSON

Date: _____

APPENDIX J
SOUTH MIAMI-DADE CULTURAL CENTER
Scope of Additional Acoustics and Sound and Communications Systems Consulting Services for Artec Consultants 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 acoustics and sound and communications systems 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 J/Attachment I and Appendix J/Attachment II. Fees for the following Amendment Number 3 Additional Acoustics and Communications Systems 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 Acoustics and Sound and Communications Systems Consulting for the South Miami-Dade Cultural Center. All other standard provisions of the PROFESSIONAL SERVICE AGREEMENT with ARTEC CONSULTANTS INC and Amendment Number 1 and Amendment Number 2 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 ACOUSTICS AND COMMUNICATIONS SYSTEMS CONSULTING SERVICES FOR SOUTH MIAMI-DADE CULTURAL CENTER - Design, Construction and Commissioning

1. The CONSULTANT will provide additional acoustics and sound and communications systems consulting services and make written recommendations in text, three dimensional and/or graphic form, including but not limited to the following areas:

   a. Assistance with Architect Selection
   b. Program Confirmation
   c. Room Acoustics
   d. Isolation of the Performance and Support Areas from Exterior and Interior Noise
   e. Control of noise and vibration from mechanical, electrical and elevator/ escalator systems
   f. Design and Construction Documents for performance Sound and Systems. Sound and Communication Systems refers to -
      - performance related audio and video systems, including loudspeaker arrays (excluding any rigging of same);
      - sound effects and reinforcement systems;
      - production communications systems;
      - archive (noncommercial) recording;

- program/paging systems;
- audience recalls;
- listening system for the hearing impaired;
- accommodation for commercial recording and broadcast systems (by others); and
- accommodation for rented and touring sound systems brought in on a per-event basis.
- It does not include emergency fire alarm or security systems.

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. All drawings to be reviewed or otherwise commented upon by the CONSULTANT will be physically delivered to the CONSULTANT's New York offices as paper copies, and the cost of production of these paper copies shall not be borne by the CONSULTANT.

4. In the **Pre-Schematic Design Phase**, the CONSULTANT will:

   a. Assist in the Architect Selection Process as required, including reviewing 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 this process would include acoustics and sound and communications consulting services for:
      - A **Preliminary Revised Program**, which is a review of the original 1994 Program to reflect the current project scope and a determination of current acoustical quality goals.
      - Air-borne noise studies of the site.
      - Development of a **Noise and Vibration Control Guidelines**, including background noise criteria commensurate with the project's acoustical quality goals.
      - **Room Acoustics Guidelines**.
      - Acoustics input to development of budget and schedule.
      - 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.

5. In the **Schematic Design and Design Development Phases**, the CONSULTANT will provide written recommendations to the Architect and Engineers on acoustics aspects of the architectural and engineering elements of the project. The CONSULTANT will provide written recommendations to the Theater Consultant on acoustics aspects of acoustics adjustment features, theater equipment and audience seating as they prepare Schematic and Design Development level materials for those features and systems. This work includes review of interim drawing submissions and draft specifications prepared by the Theater Consultant, Architect and Engineers, with comments as appropriate in meetings, in writing or on marked up drawings. CONSULTANT will:

   a. Meet with the COUNTY, the Architect(s) and Theater 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 and make preliminary room acoustics recommendations for design of the audience chamber, including advice on location, shaping and of room boundaries (floor, walls, ceilings).
   c. Participate with the COUNTY, the Architect(s) and Theater Consultant on all acoustics-related studies and reviews.
   d. Collaborate on site planning discussions concerning location of noisy activities (including car parking, parking structure, residential and) in relationship to back-of-house noise-critical spaces.
   e. Participate in meetings with the COUNTY, the Architect(s) and Theater Consultant team on building layout/massing studies. Advise on acoustical of building massing and layout as any mixed-use concepts are generated. Collaborate in site planning discussions concerning location of noisy activities in relationship to acoustically critical spaces. Review of the of spaces in functional relationship diagrams.
   f. Collaborate with COUNTY, the Architect(s) and Theater Consultant on development of the room design, entailing correspondence, drawings and calculations in addition to participation in room design meetings.
   g. Provide written recommendations on orchestra pit functional planning, and acoustics. Discuss and review with user groups as required. Continue participation in and review of orchestra pit development.
   h. Provide acoustical guidelines for concept design of acoustics control and equipment. Continue to refine recommendations to the Theater Consultant and Architect(s) as they develop the systems designs for those items.
   i. Make written recommendations regarding room acoustics for practice, meeting and rehearsal spaces, including advice on location, shaping and of room boundaries. Continue to review development of these spaces throughout design process.

j. Provide acoustical guidelines for room finishes, and review finishes proposed by Architect(s).
k. Propose and review locations of noisy and quiet spaces in relation to one another.
l. Provide acoustical guidelines for audience chairs.
m. Provide written recommendations on acoustics aspects of flexible staging elements. Review development of these elements as the project progresses.
n. Review acoustical aspects of theater systems utilized during rehearsals and performances, including lighting, rigging, lifts, wagons and turntables.
o. Provide sound isolation guidelines: building planning, materials and techniques, including sound locks and other provisions. Provide conceptual acoustical guidelines for structural isolation layout and approach. Later on, provide guideline details for sound isolating elements.
p. Prepare guidelines for Architect and Engineers on control of noise and vibration caused by mechanical, electrical and elevator equipment, including criteria for acceptable levels of background noise.
q. Participate in meetings and review drawings, reports and correspondence from Architect and Engineers on location of mechanical and electrical rooms, choice of equipment, design of systems. Collaborate from the very outset of the Schematic Phase with Project Engineers to develop critically important strategies for ensuring the design of low-noise mechanical and electrical systems.
r. Review single line layouts of mechanical, electrical and plumbing systems for conformance with noise control guidelines.
s. Provide guidelines for control of lighting fixture noise. Review draft lighting fixture schedule for noise control concerns.
t. Meet with COUNTY's representatives and Theater Consultant to determine needs and priorities for sound systems and the appropriate acoustical requirements for sound systems.
u. Locate sound control position(s) in the performance spaces; consider acoustics aspects of control room design.
v. Determine electrical power requirements for Sound and Communication system.
w. Provide preliminary description and budget for Sound and Communication systems.
x. Provide criteria for rigging of loudspeakers (this rigging will be designed, drawn, and specified by the Theater Consultant).
y. During the latter part of the Design Development phase, prepare accommodation drawings on background sepias or CAD files provided by the Architect(s), to facilitate the incorporation by the Architect(s) of Sound and Communication system into the building; these drawings include layout of performance sound system equipment in the sound control room and layout on building plans of panels, receptacles and loudspeakers for incorporation into electrical and architectural drawings.

z. Review progress electrical and architectural drawings for Sound and Communication systems accommodation.
aa. Assist the Cost Management Consultant and the SM-DCC Project Director in the preparation of and evaluation of Schematic Design phase cost estimate.
bb. Cooperate with the Cost Management Consultant in the preparation of and evaluation of the Design Development phase cost estimate.
cc. Attend meetings and presentations in Miami as required, subject to the limitations on field trips detailed below.

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

a. Provide written advice to the Architect(s) and Engineers on acoustics aspects of the architectural and engineering Contract Documents and provide written advice to the Theater Consultant on acoustics aspects of acoustics adjustment features, theater equipment and audience seating as they prepare materials for Contract Documents for those features and systems. This work includes review of interim drawing submissions and draft specifications prepared by the Theater Consultant, Architect(s) and Engineers, with comments as appropriate in meetings, in writing or on marked-up drawings.
b Provide draft specification sections on noise and vibration control for mechanical and electrical systems to the Engineers for incorporation into their Contract Documents.
c. Provide draft specification sections for sound doors and sound isolating constructions for incorporation by the Architect(s) and Engineers into their Contract Documents.
d. Provide guideline details for sound isolating elements
e. Review architectural and structural progress drawings for acoustics concerns (room acoustics, mechanical/ electrical noise, isolation, subway vibration).
f. Review architectural and structural specifications drafts for acoustics concerns.
g. Provide guidelines for control of lighting fixture noise. Review lighting fixture schedule for noise control concerns.
h. Review acoustics aspects of draft door schedule and specification for sound isolating doors.
i. Review architectural and structural drawings and specifications for sound isolating wall, floor and ceiling constructions.
j. Review construction details prepared by Architect(s), Theater Consultant and Engineers for junctions and penetrations of sound isolating elements.
k. Provide acoustics recommendations and review development of Contract Documents for acoustical adjustment systems, where required, drawn and/or specified by Architect(s), Theater Consultant and Engineers.

l. Review mechanical and electrical systems progress drawings for acoustics concerns.
m. Review mechanical and electrical systems specifications for acoustics concerns (to include noise and vibration control sections).
n. Provide acoustical requirements for HVAC duct silencers, plenums, and vibration isolators.
o. Review the specification for audience seating.
p. Assist the Architect(s), Engineers and Theater Consultant with developing acoustics-related details for their Contract Documents.
q. Prepare specifications and drawings for sound and communication systems for direct bidding or for the Architect(s) to review and incorporate into the Contract Documents. Provide a Contract Documents phase budget for the Sound and Communications systems recommended by CONSULTANT.
r. Review architectural and electrical systems progress drawings for accommodation of Sound and Communications systems.
s. Review electrical systems specifications for accommodation of Sound and Communications systems.
t. Assist the COUNTY in pre-qualifying interested sound and communications systems bidders, as required.

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

a. Attend pre-bid conferences as required, subject to the limitation on field trips detailed below.
b. Assist the Architect(s) and Engineers to review acoustics and Sound Systems specialty sub-contractors.
c. Assist the Architect(s) and Engineers to review proposed alternates and substitutions as they affect acoustics.
d. Review conformance of bids with acoustical criteria and noise control specifications.
e. Review conformance of bids with Sound and Communications system specifications.
f. Respond in a timely manner to requests for information regarding systems recommended and described by the CONSULTANT so as not to cause delays.

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

a. Make periodic visits to the site, subject to the limitation on field trips detailed below, to assess the progress and quality of the work on the project and to advise the Architect (s) and COUNTY whether the acoustics aspects of the work are proceeding appropriately.

b. Review appropriate building and services submittals and shop drawings with respect to room acoustics, sound isolation, vibration isolation and noise control issues.
c. Review submittals and shop drawings of noise and vibration control systems for compliance with background noise and vibration criteria.
d. Review submittals and shop drawings of any acoustics adjustment systems for conformance with acoustical criteria.
e. Assist the Architect in evaluating alternatives on acoustics-related constructions proposed by the Contractor.
f. Assist the design team on acoustics aspects in the preparation of change orders and site instructions.
g. Inspect mock-ups of doors, finishes, and acoustic adjustment systems, where specified.
h. Provide written recommendations concerning acoustics aspects of noise and vibration control and sound isolation that are not in compliance with the construction documents.
i. Review the installation of noise and vibration control systems and apparatus, and review the installation of all mechanical and electrical systems for noise and vibration control concerns.
j. Perform periodic site inspections for review of all acoustical components of the building, subject to the limitation on field trips detailed below,.
k. Review structural isolation joints and isolators.
l. Review Sound and Communications systems shop drawings.
m. Evaluate proposed substitutions for Sound and Communications systems.
n. Perform periodic review of Sound and Communication systems installation.
o. Review electrical shop drawings for accommodation of Sound and Communications systems.
p. Respond in a timely manner to requests for information regarding systems recommended and described by CONSULTANT so as not to cause delays.
q. Review the installation of sound isolating doors, ceilings and walls.
r. Review the installation of room acoustics adjustment elements, if any.
s. Provide recommendations on the settings of acoustical adjustment features, if any, for various events.
t. Perform a final review of Sound and Communication Systems installation, including a test of these systems and approval of their installation. Assist in preparing a punchlist and reviewing the completed project for approval of final payment to the Contractor. Make one trip to follow up punch list items.
u. Review Sound and Communications systems manuals submitted by contractor.
v. With COUNTY's sound system operator, attend Sound and Communication contractor's commissioning, tuning and calibration of

Sound and Communication systems. Review contractor's measurements and documentation of system performance.

9. In the **Post-Opening Phase** which comprises the first season of operations, he CONSULTANT will:

   a. Assist the performers and building staff to take best advantage of the acoustics for various types of performance, and to establish appropriate operating procedures for the adjustable acoustics elements.
   b. Assist the building technical staff to take best advantage of the Sound and Communication systems.
   c. Work closely with the COUNTY to assist the media, press, public and users to understand the acoustical features of the building so that coverage and impressions of the first season will be as positive and supportive as possible.
   d. Provide recommendations on aspects of noise and vibration control and sound isolation that are not in compliance with the Construction Documents.

B. FIELD TRIPS

For the Schematic Design, Design Development, and Contract Documents phases of the project, this scope includes attendance at one field trip outside of New York per month. For the Programming phase, this scope includes attendance at two field trips outside of New York per month. For the Construction phase, this scope includes one field trip outside of New York to the site per month. The SM-DCC Project Director may authorize the shifting of trips and personnel between phases to suit the requirements of the process. Any additional field trips and/or meetings or site visits, or any presentations or other events requiring a CONSULTANT presence additional to this field trip allowance, will be deemed Additional Services.

C. COMPENSATION

Based on the above Scope of Additional Acoustics and Sound and Communications Systems 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 $230,000.

Scope Phase	Estimated Fee
Pre-Schematic Design	$27,600
Schematic Design	$34,500
Design Development	$34,500
Contract Documents	$57,500
Bid Assistance	$6,900
Contract Administration	$57,500
Post-Opening	$11,500
MAXIMUM FEE TOTAL	$230,000

62,100

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 Center shall not exceed $55,000. 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 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 $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

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	-
Total	49,760

PRELIMINARY - SOUTH DADE ARTS FACILITY

			Proposed NSF
Main Theatre		*1000 Seats*	
Auditorium - 17300 nsf			
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
Underhung Area		*240 nsf*	
Lift Area		*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
Performer Accommodations - 2820 nsf			
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*	
Total accommodations	*44*		
117 Performers Greenroom w/kitchenette			400
118 Wardrobe Room			400
119 Wig & Make-up Room			100
120 Laundry			200
Staff Accommodations - 310 nsf			
121 Production Staff Office			120
122 Stage Managment 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		6,000
(stairs, sound & light locks, egress paths, etc.)		
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	*33 fxtrs*	1,639
22 wc's for women	*1,144 nsf*	
11 fxtrs; 6 urinals, 5 wc's for men	*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	*exterior*
602	Bus & School Bus Parking & Cueing	*exterior*
603	Signage & poster cases	*exterior*
604	Truck & van Parking @ all loading docks	*exterior*
605	Dumpster pads/recycling bins	*exterior*
	Sub Total	*exterior*

Non-Programmed Spaces

701	Mechanical and Electrical	
702	Inaccessible Spaces	
703	Circulation	
	Sub Total	

TOTAL NET SQUARE FOOTAGE	49,760

EXHIBIT C

AMENDMENT NUMBER 5 TO THE ARTEC CONSULTANTS INC. 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 ARTEC CONSULTANTS INC, 114 West 26 Street, New York 10001-6812 (hereinafter referred to as "CONSULTANT"), is Amendment Number 5 to the PROFESSIONAL SERVICE AGREEMENT approved on July 21, 1992, Item 5(i)(3), Resolution R-976-92, as amended by Amendment Number 1 ("Amendment Number 1") on March 22, 1994, Item 3(8)(5), Resolution R-409-94; by Amendment Number 2 ("Amendment Number 2") on March 19, 1996, Item 6(8)(6), Resolution R-276-96; by Amendment Number 3 ("Amendment Number 3") on November 5, 1998, Item 8(A)(1)(B), Resolution R-1267-98, and by Amendment Number 4 ("Amendment Number 4") on July 30, 2004, Item 11(A)(7), Resolution R-1023-04.

The following sections are amendments to this PROFESSIONAL SERVICE AGREEMENT, Amendment Number 1, Amendment Number 2, Amendment Number 3, and Amendment Number 4 to cover compensation for an extended construction administration phase and related reimbursable expenses for the work scope included in Appendix J of Amendment Number 3 for the **South Miami-Dade Cultural Arts Center**. Section 8.05A is an amendment to this PROFESSIONAL SERVICE AGREEMENT, Amendment Number 1, Amendment Number 2, Amendment Number 3, and Amendment Number 4 providing additional funds to cover extended basic services and reimbursable expenses for acoustics and sound and communications systems consulting services for the South Miami-Dade Cultural Arts Center. Appendix J, Sections C, D, and E are amendments to this PROFESSIONAL SERVICE AGREEMENT, Amendment Number 1, Amendment Number 2, Amendment Number 3, and Amendment Number 4, and outlines the amended contract amounts. 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, and Amendment Number 4. All other standard provisions of the PROFESSIONAL SERVICE AGREEMENT with ARTEC CONSULTANTS INC, and Amendment Number 1, Amendment Number 2, Amendment Number 3, and Amendment Number 4 remain in full effect for the implementation of the work as described in this Amendment, unless otherwise modified by this Amendment.

SECTION 8

(Sections 8.05A and 8.06A Amend Section 8 as Previously Amended)

COMPENSATION FOR AMENDMENT NUMBER 5

8.05A INCREASE TO ADDITIONAL ACOUSTICS AND SOUND AND COMMUNICATIONS SYSTEMS CONSULTING SERVICES OF FINITE SCOPE FEE FOR THE SOUTH MIAMI-DADE CULTURAL CENTER

The aggregate sum of all payments to Artec Consultants Inc. for all Amendment Number 3 and Amendment Number 5 Additional Acoustics and Sound and Communications Systems 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, as provided for in Appendix J Sections C, D and E, as amended herein. Any portion of this sum for which payment is not authorized in writing by the Project Director shall remain the property of the COUNTY.

8.06A MAXIMUM COMPENSATION FOR AMENDMENT NUMBER 5

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

APPENDIX J
(Sections C, D, and E Amend Appendix J)

C. COMPENSATION

Based on the above Scope of Additional Acoustics and Sound and Communications Systems 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 **$260,000**.

Appendix J - South Miami-Dade Cultural Arts Center Scope Phase	**Current Contract Fee**	**Amend. No. 6 Revised Fees**	**Revised Total Contract Fee**
Pre-Schematic Design	$27,600		$27,600
Schematic Design	$34,500		$34,500
Design Development	$34,500		$34,500
Contract Documents	$57,500		$57,500
Bid Assistance	$6,900		$6,900
Contract Administration	$57,500	$30,000	$87,500
Post-Opening	$11,500		$11,500
MAXIMUM FEE TOTAL:	**$230,000**		**$260,000**

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 **$85,000** ($55,000 authorized in Amendment Number 3 plus $30,000 Authorized in Amendment Number 5). 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

By:

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

By:_____
County Mayor or Designee

ATTEST:

By: Cheryl K Lee
Witness

By:_____
Witness

ARTEC CONSULTANTS INC.

By: James J Klas
President

Date: 30 May 2008