MEMORANDUM

Agenda Item No. 8(E)(1)

то:	Honorable Chairman Jose "Pepe" Diaz and Members, Board of County Commissioners	DATE:	June 1, 2022
FROM:	Geri Bonzon-Keenan County Attorney	SUBJECT:	Resolution approving amendments to three Professional Service Agreements with: (1) Alleguez Architecture, Inc., Project No. A-18-MDFR-01-A for fire station Nos. 4, 5, and 63 in additional amount of \$831,600.00; (2) Landera Associates, P.A., Project No. A-18-MDFR-01-B for Fire Station Nos. 6 and 17 in additional amount of \$852,500.00; and (3) Silva Architecture, LLC, Project No. A-18-MDFR-01-C for Fire Station Nos. 9 and 19 in additional amount of \$682,000.00; and authorizing the County Mayor to execute said amendments and to exercise any and all rights contained therein and to enforce all terms and conditions thereof

The accompanying resolution was prepared by the Fire Rescue Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.

Geri Bonzon Keenan County Attorney

GBK/ks



Date:	June 1, 2022
То:	Honorable Chairman Jose "Pepe" Diaz and Members, Board of County Commissioners
From:	Daniella Levine Cava Daniella Levine Cava
Subject:	Amendments to Professional Service Agreement with Alleguez Architecture, Project No. A-18-MDFR-01-A, Professional Services Agreement with Landera Associates, P.A., Project No. A18-MDFR-01-B, and Professional Services Agreement with Silva Architects LLC, Project No. A18-MDFR-01-C

RECOMMENDATION

During the past two (2) years, the Department has modified the program for the construction of fire stations based on new safety initiatives for decontamination of personnel and equipment, area demand, real estate acquisition, apparatus size, and establishing a complete net zero footprint pursuant to Miami Dade County's green initiative, to name a few. These initiatives have an impact on the amount of design required in-order to incorporate these changes as the Department continues to evolve.

It is recommended that the Board of County Commissioners (Board) approve:

- Amendment No. 1 to Professional Services Agreement Professional Service Agreement (PSA) with Alleguez Architecture, Inc., Project No. A-18-MDFR-01-A in the amount of \$831,600, inclusive of an additional \$75,600.00 of contingency and an 18-month time extension (Exhibit A); and
- Amendment No. 1 to a PSA with Landera Associates, P.A., Project No. A18-MDFR-01-B in the amount of \$852,000.00 inclusive of an additional \$77,500.00 of contingency and an 18-month time extension (Exhibit B); and
- Amendment No. 1 to a PSA with Silva Architects LLC, Project No. A18-MDFR-01-C in the amount of \$682,000.00 inclusive of an additional \$62,000.00 of contingency and an 18-month time extension (Exhibit C).

It is further recommended that the County Mayor or Mayor's designee be authorized to execute said amendments and to exercise and enforce the provisions of the PSAs, as amended.

SCOPE

The three PSA contracts to be amended are for designs for new fire station 4 to be located at 9201 SW 152 Street, Miami, FL 33157 in Commission District 8, fire station 5 to be located North of SW 230 Street and East of 127 Avenue, Miami, FL 33032 in Commission District 8, fire station 6 to be located at 15890 SW 288 Street, Miami, FL 33033 in Commission District 8, fire station 9 to be located at 7950 SW 107 Avenue, Miami, FL 33173 in Commission District 10, fire station 17 to be located at 7100 NW 36 Street, Miami, FL 33122 in Commission District 12, fire station 19 to be located at the NW Corner of NW 8 Avenue and NW 135 Street,

Honorable Chairman Jose "Pepe" Diaz and Members, Board of County Commissioners Page No. 2

Miami, FL 33168 in Commission District 2 and fire station 63 to be located at 1655 NE 205 Street, Miami, FL 33179 in Commission District 1.

FISCAL IMPACT / FUNDING SOURCE

The fiscal impact of the three amendments total 2,366,100.00 which includes contingency allowances in the amount of 215,100. These PSAs are funded from Fire Impact Fees and Fire Rescue Taxing District (See Attachment 1 – FY 21-22 Proposed Budget and Multi-Year Capital Plan).

TRACK RECORD/MONITOR

The Contract Manager for the three PSAs and the Amendment No. 1 to each is Marisabel Bermejo with the Miami-Dade Fire Rescue Department (Department) and the Project Managers who will oversee the scope of work associated with each PSA are Edward Villareal and Alberto Perdigon from the Miami-Dade Fire Rescue Department.

DELEGATED AUTHORITY

The authority of the County Mayor or County Mayor's designee to execute, implement, amend and terminate this contract is consistent with those authorities granted under the Code of Miami Dade County. No further delegation is necessary or being requested for this contract.

BACKGROUND

The three PSAs are for design and engineering services to replace existing, obsolete, fire stations along with associated site and infrastructure work. At the time that the PSAs were originally advertised and awarded, it was anticipated that the construction cost of each fire station would be approximately \$4 million. The PSA for Alleguez Architecture, Inc. was approved by this Board on February 4, 2020 pursuant to Resolution No. R-95-20 and was for the design of new fire stations 4, 5, and 63. The PSA for Landra Associates, P.A. was approved by this Board on February 4, 2020 pursuant to Resolution No. R-94-20 and was for the design of new fire stations 6 and 17. The PSA for Silva Architect, LLC was approved by this Board on February 4, 2020 pursuant to Resolution No. R-94-20 and was for the design of new fire stations 6 and 17. The PSA for Silva Architect, LLC was approved by this Board on February 4, 2020 pursuant to Resolution No. R-96-20 and was for the design of new fire stations 6 and 17. The PSA for Silva Architect, LLC was approved by this Board on February 4, 2020 pursuant to Resolution No. R-96-20 and was for the design of new fire stations 6 and 17. The PSA for Silva Architect, LLC was approved by this Board on February 4, 2020 pursuant to Resolution No. R-96-20 and was for the design of new fire stations 9 and 19. Each PSA had a contract duration of five years.

Specifically, since the award of the PSAs, MDFR has been able to secure larger real estate that will accommodate the new stations without the need of building a two-story facility. However, a larger site will require water main and sanitary sewer extensions, paving, drainage, grading, landscaping, site lighting, etc. impacting the original scope of services and cost. In other instances, where MDFR has not been able to secure an alternate site to accommodate the larger footprint, the design will require a second story be added to accommodate the additional square footage as noted below. In addition, the original PSAs identified that Furnishings, Fixtures and Equipment (FF&E's) were to be purchased by MDFR. The Department has since decided to have the FF&E's incorporated as part of their design package/submittal. This entails additional work from the consultants and their proposals are attached as Attachment 2. Pursuant to the changes in scope of work identified above, the cost impact to the design of the stations will be greatly affected as will the time required to design and construct each station.

Honorable Chairman Jose "Pepe" Diaz

and Members, Board of County Commissioners Page No. 3

In general, A/E fees are based on a percentage of construction costs. Approximate construction costs will increase from \$4 million to approximately \$8 million, on average. Furthermore, due to the COVID 19 pandemic, there has been an increase in the cost of construction materials. The following is a breakdown of costs per station:

Station 4 (Alleguez Architecture)

Original Amount \$454,000 Additional Services \$235,000 Revised Contract Amount: \$689,000 Replenishment of 10% Contingency \$23,500

Station 5 (Alleguez Architecture)

Original Amount \$454,000 Additional Services \$235,000 Revised Contract Amount: \$689,000 Replenishment of 10% Contingency \$23,500

Station 63 (Alleguez Architecture)

Original Amount \$562,900 Additional Services \$286,000 Revised Contract Amount: \$848,900 Replenishment of 10% Contingency \$28,600

Station 6 (Landera Associates, P.A.)

Original Amount \$443,000 Additional Services \$330,000 Revised Contract Amount: \$773,000 Replenishment of 10% Contingency \$33,000

Station 17 (Landera Associates, P.A.)

Original Amount \$448,845.40 Additional Services \$445,000 Revised Contract Amount: \$893,845.40 Replenishment of 10% Contingency \$44,500

Station 9 (Silva Architecture, LLC)

Original Contract Amount: \$443,000 Additional Services \$314,000 Revised Contract Amount: \$757,000 10% Contingency Additional Services: \$31,400

Station 19 (Silva Architecture, LLC)

Original Amount: \$448,500 Additional Services: \$306,000 Revised Contract Amount: \$754,500 10% Contingency Additional Services: \$30,600 Honorable Chairman Jose "Pepe" Diaz and Members, Board of County Commissioners Page No. 4

Therefore, we are respectfully requesting that an Amendment to each of the PSAs be approved to: (1) incorporate the revisions identified above into the design of fire stations 4, 5, 6, 9, 17, 19, and 63 which are currently in the design phase; (2) increase the costs of the basic services and contingency accounts for each of the PSAs as set forth above; and (3) increase the duration of the contract from five years (or 60 months) to 6 and $\frac{1}{2}$ years (or 78 months).

Alfredo Ramirez, III Interim Chief Public Safety Officer

ATTACHMENT 1

FY 2021-22

PROPOSED BUDGET AND

MULTI-YEAR CAPITAL PLAN

PROJECT NO. 200000969

FY 2021 - 22 Proposed Budget and Multi-Year Capital Plan

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ATTACHMENT 2

PROPOSALS FOR SCOPE INCREASE

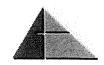
- ALLEGUEZ ARCHITECTURE, INC.

- LANDERA ASSOCIATES, P.A.

- SILVA ARCHITECTS LLC.

ALLEGUEZ ARCHITECTURE, INC.

ARCHITECTURE INTERIOR DESIGN PLANNING



October 17, 2021

CONSTRUCTION MANAGMENT

Miami-Dade County Fire Rescue Department Design and Construction Bureau Margarita Builes, PM 9300 NW 36 Street, Miami, Florida 33178

RE: A18-MDFR-01; Stations 4, 5, and 63 Scope Increase

Dear Margarita:

As requested, and discussed during our meeting on August 13, 2021, below is the update fee Proposal for Professional Services for Stations 4, 5, and 63 referenced above for your review and consideration.

BRIEF SCOPE OF WORK:

Scope as designated in the PSA dated May 20th, 2020 has changed to accommodate MDFR's operational needs that include but are not limited to: larger stations to respond to functional requirements, design development for solar dependent sites with a goal of achieving Net Zero Carbon Emission. This includes larger Apparatus Bays, separated dormitory "Pods", additional structures to accommodate solar panels to mention only a few design elements that need to be addressed.

PROFESSIONAL FEES – Are considered lump sum fees for the additional work described above as follows:

New Contract Total AE Fee Amount

Two Million Twenty-Five Dollars No/100	\$ 2.025,000.

Station 4 – Located at 9201 SW 152 Street will be approximately 15,163 square feet, two-story, three truck bay facility.

Fee for updated scope:	
Six Hundred Twenty-Five Thousand Dollars No/100	\$ 625,000.
LESS Original Fee	<u>(\$390,000.)</u>
Amount of Fee Increase – Contract Amendment	
Two Hundred Thirty-Five Thousand Dollars No/100	\$ 235,000.

Payment schedule for Total Basic Scope of work based on Amended PSA:

10% - Programming & Schematic Design	\$	62,500.00
10% - Design Development	\$	62,500.00
20% - 50% Construction Documents	\$	125,000.00
30% - 100% Construction Documents	\$	187,500.00
5% - Bidding & Award	\$	31,250.00
5% - Permit Acquisition; Includes Civil Permitting	\$	31,250.00
20% - Construction Administration; Includes Inspections	<u>\$</u>	125,000.00
Sub-Total	\$	625,000.00



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Station 5 – Located at 13150 SW 238 Street will be approximately 15,163 square feet, two-story, three truck bay facility.

Six Hundred Twenty-Five Thousand Dollars No/100	\$ 625,000.
LESS Original Fee	(\$390,000.)
Amount of Fee Increase – Contract Amendment	
Two Hundred Thirty Five Thousand Dollars No/100	\$ 235,000.*
Payment schedule for Total Basic Scope of work based on Amended	d PSA:
10% - Programming & Schematic Design	\$ 62,500.00
10% - Design Development	\$ 62,500.00
20% - 50% Construction Documents	\$ 125,000.00
30% - 100% Construction Documents	\$ 187,500.00
5% - Bidding & Award	\$ 31,250.00
5% - Permit Acquisition; Includes Civil Permitting	\$ 31,250.00
20% - Construction Administration; Includes Inspections	<u>\$ 125,000.00</u>
Sub-Total	\$ 625,000.00
Station 63 – Located at 1655 NE 205 St will be approximately 18,9 truck bay facility to include North Division Offices of approximate Prevention Offices of approximately 3,666 square feet. Fee for updated scope:	
Seven Hundred Seventy-Five Thousand Dollars No/100	\$ 775,000.
LESS Original Fee	<u>(\$489,000.)</u>
and outBuildings	
Amount of Fee Increase – Contract Amendment	

10% - Programming & Schematic Design	\$	77,600.00
10% - Design Development	\$	77,500.00
20% - 50% Construction Documents	\$	155,000.00
30% - 100% Construction Documents	\$	232,500.00
5% - Bidding & Award	\$	38,750.00
5% - Permit Acquisition; Includes Civil Permitting	\$	38,750.00
20% - Construction Administration; Includes Inspections	<u>\$</u>	155,000.00
Sub-Total	\$	775,000.00

A18-MDFR-01 / Stations 4, 5 & 63



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CLARIFICATIONS & QUALIFICATIONS:

- 1. All other contract requirements remain valid as stated on the PSA.
- 2. Station 5 Fee does NOT include pump station design or permitting.
 - a. IF pump station required, additional fee will be submitted.

Please contact me if I can provide further information or clarification to the aforementioned.

Sincerely,

Ana Alleguez, R.A. L. President



November 29, 2021

Ms. Margarita Builes Miami-Dade Fire Rescue Department Facilities and Construction Division 9300 NW 41st Street, Miami FL 33178

RE: Request for Additional Professional Services Fees-REV3 Final A18-MDFR-01-Fire Rescue Station No. 6

Dear Ms. Builes,

LANDERA ASSOCIATES, PA, hereby requests Additional Services under Article 2.02.A.4 of the PSA for redesign of Station 6 to address revised scope requested by MDFR.

BACKGROUND

LANDERA ASSOCIATES, PA and our sub-consultants under ISD project No. A18-MDFR-01, Station 6, was awarded a contract for the design of Replacement Station 6 with a new Station of approximately 12,000 SF and estimated construction cost of approximately \$ 4,000,000.00.

Phase 1-Programming and Schematic Design was completed and accepted by MDFR and authorization to proceed with Phase 2 was received. The Phase 1-Schematic Design accepted by MDFR was consistent with a 3-bay, 12,000 SF Station. It should also be noted that our design accommodated the new Station within the Site and allowing the existing Station to remain in operation, thereby saving MDFR approximately \$ 500,000.00 in providing a temporary Station.

Design proceeded through Phase 2-Design Development based upon the approved scope and Phase 1 Submittal. Phase 2 was submitted and comments were addressed and resubmitted.

At this time, MDFR directed LANDERA ASSOCIATES to stop further work as changes to the project scope were forthcoming due to MDFR desires to address operational issues and update programming for a new proposed Prototype Station.

The original fee negotiated for the design of Station 6 was \$ 380,000.00. LANDERA ASSOCIATES submitted and received payment for invoices through Phase 2 (20%) in the amount of \$ 76,000.00.

LANDERA ASSOCIATES, P.A. 8800 S.W. 85th Terrace, Miami, Florida 33173 305-662-1660 http://www.LanderaAssociates.com Ms. Margarita Builes November 29, 2021 Page Two

SCOPE OF ADDITIONAL SERVICES

The Scope of the Additional Services requested herein are as follows:

- Design of new Station 6 to new program requirements, including new and expanded spaces, reconfiguration of spaces, new Dorm and Toilet groupings, with a resulting new overall Station floor area of approximately **15,500 SF**. The estimated construction budget for new Station 6 is approximately **\$7,905,000.00**. (510.00/SF).
- The initially approved design for a Station of approximately 12,000 SF and a budget of \$ 4,000,000.00, which proceeded through Design Development, in no longer valid and usable.
- Modify the Prototype Design to specific site conditions at the Station 6 Site. Commence with a new Schematic Design Submittal for the Proposed Station 6 Replacement and submit for Approval by MDFR. Upon approval, continue with project phases in accordance with our Agreement.
- Incorporate net metering using solar power. This will require the installation of a substantial number of solar panels and a change in direction to the design of the electrical system. The design and specifications of solar energy collection shall be performed by a separate consultant, Goldin Solar, under this Agreement. Our scope shall also include the coordination with the solar consultant, addressing construction details for the installation of solar equipment and modifications to the electrical system for net zero metering.
- Modify site design and landscaping to incorporate the new, larger station and additional site requirements to separate circulation to fueling and Command area from the Station area.
- Rework WASA Water and Sewer Agreement for the larger Station and Incorporate the design of a new off-site water main extension across S. Dixie Highway (Approximately 1000 LF) as required by MDWASAD.
- Incorporate FFE as a part of the construction contract. FFE was previously purchased directly by MDFR.

LANDERA ASSOCIATES, P.A. 8800 S.W. 85th Terrace, Miami, Florida 33173 305-662-1660 http://www.LanderaAssociates.com Ms. Margarita Builes November 29, 2021 Page Three

FEE PROPOSAL

LANDERA ASSOCIATES, PA and our sub-consultants request Additional Services fees, as follows:

Total New Scope Fees	\$ 710,000.00
Previously Authorized Fee	<u>\$ 380,000.00</u>
TOTAL ADDITIONAL SERVICES REQUESTED:	\$ 330,000.00

The terms of our Professional Services Agreement remain unchanged other than for fee compensation as requested.

We shall await your approval and issuance of a revised Purchase Order so we may proceed with the new design.

Sincerely, LANDERA ASSOCIATES, P.A.

andun

Osvaldo L. Landera, AIA, LEED AP Architect/President

LANDERA ASSOCIATES, P.A. 8800 S.W. 85th Tetrace, Miami, Florida 33173 305-662-1660 http://www.LanderaAssociates.com



November 29, 2021

Ms. Margarita Builes Miami-Dade Fire Rescue Department Facilities and Construction Division 9300 NW 41st Street, Miami FL 33178

RE: Request for Additional Professional Services Fees-REV3-Final A18-MDFR-01-Fire Rescue Station No. 17

Dear Ms. Builes,

LANDERA ASSOCIATES, PA, hereby requests Additional Services for the increased project scope of Station 17.

BACKGROUND

LANDERA ASSOCIATES, PA and our sub-consultants under ISD project No. A18-MDFR-01, Station 17, was awarded a contract for the design of Replacement Station 17 with a new Station of approximately 12,000 SF and estimated construction cost of approximately \$ 4,000,000.00. The initial project scope was to replace the existing Station 17 at it's current site.

Subsequent to award of our Agreement, MDFR selected an alternate site location, which is five times as large as the original site and will require an access road from the existing entrance and signalization at N.W. 36th Street

MDFR has also requested an increase in scope to Station 17, utilizing the latest "Prototype" Floor Plan and providing for four (4) bays with an interior depth of 100-feet. The proposed Station at 17 will encompass approximately 19,000 SF and will also include a covered Training Building of approximately 7,000 SF. The new Station 17 Complex is estimated to have a construction cost in the range of \$ 12,070,000.00 due to the increased project scope and substantially larger site.

Phase 1-Programming and Schematic Design using the previous prototype floor plan with expanded bays on the larger site was completed and submitted to MDFR on February 16, 2021.

The original fee negotiated for the design of Station 17 was \$ 385,314.00. LANDERA ASSOCIATES submitted and received payment for invoices through Phase 1 (10%) in the amount of \$ 34,678.00.

LANDERA ASSOCIATES, P.A. 8800 S.W. 85th Terrace, Miami, Florida 33173 305-662-1660 http://www.LanderaAssociates.com Ms. Margarita Builes November 29, 2021 Page Two

SCOPE OF ADDITIONAL SERVICES

The Scope of the Additional Services requested herein are as follows:

- Design of new Station 17 to new program requirements, including new and expanded spaces as defined in the new Prototype and increased Apparatus Bay, with a resulting new overall Station floor area of approximately **19,000 SF** and an estimated construction budget of approximately **\$9,690,000.00**. (510.00/SF)
- New Covered Training Building of **7,000 SF** with an estimated construction Budget of **\$ 700,000.00.** (100.00/SF)
- Commence with a new Schematic Design Submittal for the Proposed Station 17 Replacement and submit for Approval by MDFR. Upon approval, continue with project phases in accordance with our Agreement.
- Incorporate net metering using solar power. This will require the installation of a substantial number of solar panels and a change in direction to the design of the electrical system. The design and specifications of solar energy collection shall be performed by a separate consultant, Goldin Solar, under this Agreement. Our scope shall also include the coordination with the solar consultant, addressing construction details for the installation of solar equipment and modifications to the electrical system for net zero metering.
- Site design (paving, grading, drainage, fencing, site lighting, landscaping and irrigation) for a much larger site and access road from the existing entrance and signalization to the new Station area.
- The selected site will require extensions to water mains and sanitary sewer from current points of connection. These utility extensions are expected to approach 1000-linear feet for both water and sewer. This request for additional services includes the extensions, however, does not include provisions for a sewer force main if such is deemed necessary by MDWASA.
- Incorporate FFE as a part of the construction contract. FFE was previously purchased directly by MDFR.

LANDERA ASSOCIATES, P.A. 8800 S.W. 85th Terrace, Miami, Florida 33173 305-662-1660 http://www.LanderaAssociates.com Ms. Margarita Builes November 29, 2021 Page Three

FEE PROPOSAL

LANDERA ASSOCIATES, PA and our sub-consultants request Additional Services fees, as follows:

Total New Scope Fees	\$	830,314.00
Previously Authorized Fee	<u>\$</u>	
TOTAL ADDITIONAL SERVICES REQUESTED:	\$	445,000.00

The terms of our Professional Services Agreement remain unchanged other than for the additional fee compensation requested.

We shall await your approval and issuance of a revised Purchase Order so we may proceed with the new design.

Sincerely, LANDERA ASSOCIATES, P.A.

Indun

Osvaldo L. Landera, AIA, LEED AP Architect/President

LANDERA ASSOCIATES, P.A. 8800 S.W. 85th Terrace, Miami, Florida 33173 305-662-1660 http://www.LanderaAssociates.com

SILVA ARCHITECTS

October 7, 2021

Miami-Dade County Fire Rescue Department 9300 NW 41 Street Doral, FL 33178 Attn: Ms. Margarita Builes Re: A18-MDFR-01 Group C

Dear Ms. Builes:

As discussed previously, we are pleased to offer our proposal to provide Additional Services as the A/E of Record for new Miami-Dade County Fire Rescue Department Station 9 and Station 19 under the selection for A18-MDFR-01 Group C. Silva Architects will serve as the A/E of Record (A/E), providing Additional Services as requested and summarized below.

Following please find a summary of the proposed fee schedule:

Additional Services

Additional Design and Construction Administration Services for Station 9	\$314,000.00
Additional Design and Construction Administration Services for Station 19	\$306,000.00

Summary of Additional Services

- 1. The budgets for each of the stations has increased beyond the anticipated budget due to various additional requirements and external market forces. This was not anticipated in the original scope of services and fees.
- Projects now include extensive requirements for incorporation of solar energy infrastructure, including solar panels, free-standing solar panel grid structures, and solar panel covered parking areas. This will also include net metering. This was not anticipated in the original scope of services and fees.
- Program requirements have changed from the original program. Additional program elements have been introduced to the project, as well as new functions and spaces. This was not anticipated in the original scope of services and fees.
- 4. Both project sites have increased in area and complexity. In addition, Station 9 included historic building preservation requirements that were not anticipated in the original scope of services and fees. Station 19 site has increased in size and complexity. None of this was anticipated in the original scope of services and fees.
- 5. Project sites have now added requirement for station fuel farms and additional driveways. This was not anticipated in the original scope of services and fees.
- 6. M-DFRD has developed new Design Standards that are being implemented in these stations. These new Design Standards need to be incorporated into station designs that are in some cases advanced beyond Conceptual/Schematic Design, thus requiring re-design work that was not originally anticipated. It is imperative that the new Design Standards are incorporated into the projects as they will serve as models/prototypes for future fire station design and construction in Miami-Dade County. This was not anticipated in the original scope of services and fees.

We appreciate the opportunity to offer our proposal and look forward to working with you on this project. Please feel free to call should you need additional information.

Sincerely yours,

Alejandro Silva, AIA AS/ab

135 SAN LORENZO AVENUE SUITE 880 • CORAL GABLES, FLORIDA 33146 •PH: (305) 444-8262 •Fax: (305) 444-5920



MEMORANDUM

(Revised)

TO:Honorable Chairman Jose "Pepe" DiazDATE:and Members, Board of County Commissioners

Bonzon-Keenan

FROM: County Attorney

FE: June 1, 2022

SUBJECT: Agenda Item No. 8(E)(1)

Please note any items checked.

	"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
	Statement of social equity required
	Ordinance creating a new board requires detailed County Mayor's report for public hearing
	No committee review
	Applicable legislation requires more than a majority vote (i.e., 2/3's present, 2/3 membership, 3/5's, unanimous, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c), CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c), or CDMP 9 vote requirement per 2-116.1(4)(c)(2)) to approve
<u> </u>	Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved	 Mayor	Agenda Item No. 8(E)(1)
Veto		6-1-22
Override		

RESOLUTION NO.

APPROVING AMENDMENTS RESOLUTION TO THREE PROFESSIONAL SERVICE AGREEMENTS WITH: (1) ALLEGUEZ ARCHITECTURE, INC., PROJECT NO. A-18-MDFR-01-A FOR FIRE STATION NOS. 4, 5, AND 63 IN ADDITIONAL AMOUNT OF \$831,600.00; (2) LANDERA ASSOCIATES, P.A., PROJECT NO. A-18-MDFR-01-B FOR FIRE STATION NOS. 6 AND 17 IN ADDITIONAL AMOUNT OF \$852,500.00; AND (3) SILVA ARCHITECTURE, LLC, PROJECT NO. A-18-MDFR-01-C FOR FIRE STATION NOS. 9 AND 19 IN ADDITIONAL AMOUNT OF \$682,000.00; AND AUTHORIZING THE COUNTY MAYOR THE COUNTY OR MAYOR'S DESIGNEE TO EXECUTE SAID AMENDMENTS AND TO EXERCISE ANY AND ALL RIGHTS **CONTAINED** THEREIN AND TO ENFORCE ALL TERMS AND CONDITIONS THEREOF

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying

memorandum, a copy of which is incorporated by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves: (1) Amendment No. 1 to the Professional Service Agreement ("PSA") between Miami-Dade County and Alleguez Architecture, Inc., Project No. A-18-MDFR-01-A in the amount not to exceed \$831,600.00 with a time extension of 18 months in substantially the form attached hereto as Exhibit A and made a part hereof; (2) Amendment No. 1 to the PSA between Miami-Dade County and Landera Associates, P.A., Project No. A18-MDFR-01-B in the amount not to exceed \$852,500.00 with a time extension of 18 months in substantially the form attached hereto as Exhibit B and made a part hereof; and (3) Amendment No. 1 to the PSA between Miami-Dade

County and Silva Architects LLC, Project No. A18-MDFR-01-C in the amount not to exceed

Agenda Item No. 8(E)(1) Page No. 2

\$682,000.00 with a time extension of 18 months in substantially the form attached hereto as Exhibit C and made a part hereof. This Board authorizes the County Mayor or the County Mayor's designee to execute each of the PSA amendments, to exercise any and all rights, including termination or cancellation provisions contained therein and to enforce all terms and conditions thereof.

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:

Jose "Pepe" Diaz, Chairman Oliver G. Gilbert, III, Vice-Chairman Sen. René García Keon Hardemon Sally A. Heyman Danielle Cohen Higgins Eileen Higgins Joe A. Martinez Kionne L. McGhee Jean Monestime Raquel A. Regalado Rebeca Sosa Sen. Javier D. Souto

Agenda Item No. 8(E)(1) Page No. 3

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of June, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the 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.



Monica Rizo Perez

AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

This First Amendment ("Amendment No. 1") to Professional Service Agreement ("Agreement") dated as of _______, 2022, is by and between Miami-Dade County, a political subdivision of the State of Florida, through the Mami-Dade County Fire Rescue Department, having its principal office and place of business at 111 N.W. 1st St., Miami, Florida 33128 (hereinafter called "County") and Alleguez Architecture, Inc., a Florida Corporation, having its principal office and place at 7294 SW 48th Street, Miami, Florida 33155 (hereinafter "Consultant").

WITNESSETH:

WHEREAS, the County entered into a certain Agreement, approved by the Board of County Commissioners pursuant to Resolution No. R-95-20 and which is dated February 4, 2020 relating to those projects referred to as Miami-Dade County Fire Rescue Stations No. 4, 5 and 63 (**"Projects"**) originally located at 9201 SW 152nd Street, Miami, FL 33157 (Station 4), 13150 SW 238th Street, Miami, FL 33032 (Station 5), and 1655 NE 205th Street, Miami, FL 33179 (Station 63); and

WHEREAS, the County and the Consultant desire to amend the Agreement to modify the description of the Projects as described in this Amendment No. 1 and increase the basic services fee to account for the increased and modified work; and

WHEREAS, the parties hereto are desirous of amending the Agreement to accomplish the foregoing in accordance with the terms and provisions herein.

NOW, THEREFORE, in consideration of the mutual agreement herein contained, County and Consultant agree as follows:

1.<u>Defined Terms</u>. For purposes of this Amendment, capitalized terms shall have the meanings ascribed to them in the Agreement or as otherwise defined herein. The definition of Project set forth in 1.09 of Article 1 "Definitions" is amended to read as follows:

- **1.09) PROJECT:** The construction and all services and incidentals thereto of the scope of work as contemplated by the Owner, and listed in this Agreement. The Project consists of:
- 1.09.A.1) Miami-Dade Fire Rescue Station No. 4 located at 9201 SW 152nd Street, Miami, FL 33157 consisting of a new, two-story station to be no less than 15,000 square feet along with all new and associated infrastructure.
- **1.09.A.2)** Miami-Dade Fire Rescue Station No. 5 located at approximately SW 230th street and 127th Avenue consisting of a new, two-story station to be no less

than 15,000 square feet along with all new and associated infrastructure. The new infrastructure and site work will include, but not be limited to, water main extensions, lighting and grading.

1.09.A.3) Miami-Dade Fire Rescue Station No. 63 located at 1655 NE 205th Street, Miami, FL 33179 consisting of a new, two-story station to be no less than 18,500 square feet along with associated infrastructure.

2.<u>Basic Services.</u> Subsections 2.01.A.4D) for the Statement of Probable Construction Costs, Section 2.01.C) "Phase III – Construction Documents Development", and Section 2.01.D) "Phase IV – Bidding and Award of Contract" shall include, as part of the basic services under the Agreement, all necessary design services relative to furniture, fixtures, equipment and systems necessary for the proper functioning of the Project and as identified and developed in conjunction with the Department.

3. <u>Contract Value</u>. Article 5 "Basis of Compensation" is amended as follow:

(a) Section 5.01.B.2) of the Agreement is hereby deleted and replaced in its entirety by the following:

5.01.B.2) The aggregate sum for all payments to the Consultant for Basic Services authorized on this Project shall be limited to:

 Station 4 - \$625,000.00
 \$625,000.00

 Station 5 - \$625,000.00
 \$625,000.00

(b) Section 5.02.F) of the Agreement is hereby deleted and replaced in its entirety by the following:

5.01.B.F) This Project is a professional service agreement for the design facilities on public property, therefore a 10% Allowance Account is permissible, per Ordinance No. 00-65. This Allowance Account will be used by the Department for unforeseen conditions necessitating additional design, resulting in additions to the basic fee. As a result, the aggregate sum for all payments to the Consultant for Additional Services authorized on this Project shall be limited to:

Station 4 - \$62,500.00 Station 5 - \$62,500.00 Station 63 - \$77,500.00

4. <u>Scope of Services</u>. Section 7.01A) of the Agreement is amended such that the first paragraph shall read as follows and all bullet points immediately following shall remain unchanged:

The Scope of Services for the Project Includes, but is not limited to, full Architectural and Engineering Services necessary to prepare the Architectural Program, Construction Plans and Specifications, and Bid Documents as well as to provide for Construction Supervision Services for the Project and as such services are described in Article 7 of this Agreement. The services shall include, but not be limited to:

5. <u>**Duration of Agreement.</u>** Section 8.14.A) of the Agreement "Duration of Agreement" is amended to delete:</u>

- a. The time period of "5 years, (1825 calendar days)" and to instead provide that the duration of the Agreement shall be a period of "seventy-eight (78) months or two thousand three-hundred and seventy-three (2,373) calendar days"; and
- b. The last sentence of said section.

6. <u>Effect of Amendment; Order of Precedence</u>. Except as amended and modified by this Amendment No. 1, all of the terms, covenants, conditions, and agreements of the Agreement shall remain in full force and effect. In the event of any conflict between the provisions of the Agreement, and the provisions of the Amendment No. 1, the following shall be the order of preference: Amendment No. 1 and the Agreement.

[Remainder of Page Intentionally Left Blank - Signature Page Follows]

EXHIBIT A

IN WITNESS WHEREOF, the County has caused this Amendment to be executed in its name by Mayor or Mayor's Designee, as authorized by the Board of County Commissioners, and Consultant has caused this Amendment to be executed by its duly authorized representative, all on the day and year first herein above written.

MIAMI-DADE COUNTY

Approved by the County Attorney as	Ву:	
to form and legal sufficiency:	Name:	
Assistant County Attorney	Title:	
Name:	Date:	
ATTEST:		
Clerk		
Ву:		
NOTARY	CONSULTANT:	
State of County of Subscribed and sworn before me this 2022 Signature Name: Lidice Ferre My commission expires: Dec. 7. 2023	Alleguez Architecture, Inc. Signature: Name: Mame: Title: Title: Date: H:26.2022 H:26.2022 H:100 E PERSSING SCIMBER - BBR - BBR -	

AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

This First Amendment ("Amendment No. 1") to Professional Service Agreement ("Agreement") dated as of _______, 2022, is by and between Miami-Dade County, a political subdivision of the State of Florida, through the Mami-Dade County Fire Rescue Department, having its principal office and place of business at 111 N.W. 1st St., Miami, Florida 33128 (hereinafter called "County") and Landera Associates, P.A., a Florida Corporation, having its principal office and place at 8800 SW 85th Terrace, Miami, Florida 33173 (hereinafter "Consultant").

WITNESSETH:

WHEREAS, the County entered into a certain Agreement, approved by the Board of County Commissioners pursuant to Resolution No. R-94-20 and which is dated February 4, 2020 relating to those projects referred to as Miami-Dade County Fire Rescue Stations No. 6 and 17 ("**Projects**") originally located at 15890 SW 288th Street, Miami, FL 33033 (Station 6), and 7050 NW 36th Street, Miami, FL 33122 (Station 17); and

WHEREAS, the County and the Consultant desire to amend the Agreement to modify the description of the Projects as described in this Amendment No. 1 and increase the basic services fee to account for the increased and modified work; and

WHEREAS, the parties hereto are desirous of amending the Agreement to accomplish the foregoing in accordance with the terms and provisions herein.

NOW, THEREFORE, in consideration of the mutual agreement herein contained, County and Consultant agree as follows:

1.Defined Terms. For purposes of this Amendment, capitalized terms shall have the meanings ascribed to them in the Agreement or as otherwise defined herein. The definition of Project set forth in 1.09 of Article 1 "Definitions" is amended to read as follows:

- **1.09) PROJECT:** The construction and all services and incidentals thereto of the scope of work as contemplated by the Owner, and listed in this Agreement. The Project consists of:
- 1.09.A.1) Miami-Dade Fire Rescue Station No. 6 located at 15890 SW 288th Street, Miami, FL 33033 consisting of a new station to be no less than 15,500 square feet along with all new and associated infrastructure and site work, including but not limited to, approximately 1,600 linear feet of water lines and other infrastructure to be brought in from US-1.
- **1.09.A.2)** Miami-Dade Fire Rescue Station No. 17 located at approximately NW 36^h Street and 71st Avenue consisting of a new, station to be no less than 19,000

1 | Page

27

square feet along with all new and associated infrastructure. The new infrastructure and site work will include, but not be limited to, water main extensions, and extension and build out of two roads.

2.<u>Basic Services.</u> Subsections 2.01.A.4D) for the Statement of Probable Construction Costs, Section 2.01.C) "Phase III – Construction Documents Development", and Section 2.01.D) "Phase IV – Bidding and Award of Contract" shall include, as part of the basic services under the Agreement, all necessary design services relative to furniture, fixtures, equipment and systems necessary for the proper functioning of the Project and as identified and developed in conjunction with the Department.

3. Contract Value. Article 5 "Basis of Compensation" is amended as follow:

(a) Section 5.01.B.2) of the Agreement is hereby deleted and replaced in its entirety by the following:

5.01.B.2) The aggregate sum for all payments to the Consultant for Basic Services authorized on this Project shall be limited to:

Station 6 - \$710,000.00

Station 17 - \$830,000.00

(b) Section 5.02.F) of the Agreement is hereby deleted and replaced in its entirety by the following:

5.01.B.F) This Project is a professional service agreement for the design facilities on public property, therefore a 10% Allowance Account is permissible, per Ordinance No. 00-65. This Allowance Account will be used by the Department for unforeseen conditions necessitating additional design, resulting in additions to the basic fee. As a result, the aggregate sum for all payments to the Consultant for Additional Services authorized on this Project shall be limited to:

Station 6 - \$71,000.00

Station 17 - \$83,000.00

4. <u>Scope of Services</u>. Section 7.01A) of the Agreement is amended such that the first paragraph shall read as follows and all bullet points immediately following shall remain unchanged:

The Scope of Services for the Project Includes, but is not limited to, full Architectural and Engineering Services necessary to prepare the Architectural Program, Construction Plans and Specifications, and Bid Documents as well as to provide for Construction Supervision Services for the Project and as such services are described in Article 7 of this Agreement. The services shall include, but not be limited to:

5. <u>Duration of Agreement</u>. Section 8.14.A) of the Agreement "Duration of Agreement" is amended to delete:

- a. The time period of "5 years, (1825 calendar days)" and to instead provide that the duration of the Agreement shall be a period of "seventy-eight (78) months or two thousand three-hundred and seventy-three (2,373) calendar days"; and
- b. The last sentence of said section.

6. Effect of Amendment; Order of Precedence. Except as amended and modified by this Amendment No. 1, all of the terms, covenants, conditions, and agreements of the Agreement shall remain in full force and effect. In the event of any conflict between the provisions of the Agreement, and the provisions of the Amendment No. 1, the following shall be the order of preference: Amendment No. 1 and the Agreement.

[Remainder of Page Intentionally Left Blank - Signature Page Follows]

EXHIBIT B

IN WITNESS WHEREOF, the County has caused this Amendment to be executed in its name by Mayor or Mayor's Designee, as authorized by the Board of County Commissioners, and Consultant has caused this Amendment to be executed by its duly authorized representative, all on the day and year first herein above written.

MIAMI-DADE COUNTY

Approved by the County Attorney as	Ву:	
to form and legal sufficiency:	Name:	
Assistant County Attorney	Title:	
Name:	Date:	
ATTEST:		
Clerk		
Ву:		
NOTARY	CONSULTANT:	
State of County of Subscribed and sworn before me this	Landera Associates, P.A. Signature:	
<u>26</u> day of <u>April</u> 20 <u>27</u>	Name: OSVALDO L. LANDERA Title: PRESIDENT	
Signature	Date: 4.26.22.	
Name: <u>Jainis Acosta</u> My commission expires: <u>September 1</u>	0 202 4 YAINIS ACOSTA MY COMMISSION #HH 041130 EXPIRES September 10, 2024 Bonded Thru Notary Public Underwriters	

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AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

This First Amendment ("Amendment No. 1") to Professional Service Agreement ("Agreement") dated as of _______, 2022, is by and between Miami-Dade County, a political subdivision of the State of Florida, through the Mami-Dade County Fire Rescue Department, having its principal office and place of business at 111 N.W. 1st St., Miami, Florida 33128 (hereinafter called "County") and Silva Architects, LLC, a Florida limited liability company, having its principal office and place at 135 San Lorenzo Avenue, Coral Gables, FL 33146 (hereinafter "Consultant").

WITNESSETH:

WHEREAS, the County entered into a certain Agreement, approved by the Board of County Commissioners pursuant to Resolution No. R-96-20 and which is dated February 4, 2020 relating to those projects referred to as Miami-Dade County Fire Rescue Stations No. 9 and 19 ("**Projects**") originally located at 7777 SW 117th Avenue, Miami, FL 33183 (Station 9), and 650 NW 131th Street, North Miami, FL 33168 (Station 19); and

WHEREAS, the County and the Consultant desire to amend the Agreement to modify the description of the Projects as described in this Amendment No. 1 and increase the basic services fee to account for the increased and modified work; and

WHEREAS, the parties hereto are desirous of amending the Agreement to accomplish the foregoing in accordance with the terms and provisions herein.

NOW, THEREFORE, in consideration of the mutual agreement herein contained, County and Consultant agree as follows:

1.Defined Terms. For purposes of this Amendment, capitalized terms shall have the meanings ascribed to them in the Agreement or as otherwise defined herein. The definition of Project set forth in 1.09 of Article 1 "Definitions" is amended to read as follows:

1.09) PROJECT: The construction and all services and incidentals thereto of the scope of work as contemplated by the Owner, and listed in this Agreement. The Project consists of:

1.09.A.1) Miami-Dade Fire Rescue Station No. 9 located at 7950 SW 107th Avenue, Miami, FL 33033 consisting of a new station to be no less than 15,500 square feet along with all new and associated infrastructure and site work, including but not limited to, new approaches into the site for entry and departure and tree designs, plantings and replacements.

1.09.A.2) Miami-Dade Fire Rescue Station No. 19 located at approximately NW 8^h Avenue and 135th Street consisting of a new, station to be no less than

15,500 square feet along with all new and associated infrastructure. The new infrastructure and site work will include, but not be limited to, water and sewer improvements, relocation of utility lines and a new private lift station.

2. <u>Basic Services.</u> Subsections 2.01.A.4D) for the Statement of Probable Construction Costs, Section 2.01.C) "Phase III – Construction Documents Development", and Section 2.01.D) "Phase IV – Bidding and Award of Contract" shall include, as part of the basic services under the Agreement, all necessary design services relative to furniture, fixtures, equipment and systems necessary for the proper functioning of the Project and as identified and developed in conjunction with the Department.

3. <u>Contract Value</u>. Article 5 "Basis of Compensation" is amended as follow:

(a) Section 5.01.B.2) of the Agreement is hereby deleted and replaced in its entirety by the following:

5.01.B.2) The aggregate sum for all payments to the Consultant for Basic Services authorized on this Project shall be limited to:

Station 9 - \$694,000.00

Station 19 - \$691,000.00

(b) Section 5.02.F) of the Agreement is hereby deleted and replaced in its entirety by the following:

5.01.B.F) This Project is a professional service agreement for the design facilities on public property, therefore a 10% Allowance Account is permissible, per Ordinance No. 00-65. This Allowance Account will be used by the Department for unforeseen conditions necessitating additional design, resulting in additions to the basic fee. As a result, the aggregate sum for all payments to the Consultant for Additional Services authorized on this Project shall be limited to:

Station 9 - \$69,400.00

Station 19 - \$69,100.00

4. <u>Scope of Services.</u> Section 7.01A) of the Agreement is amended such that the first paragraph shall read as follows and all bullet points immediately following shall remain unchanged:

The Scope of Services for the Project Includes, but is not limited to, full Architectural and Engineering Services necessary to prepare the Architectural Program, Construction Plans and Specifications, and Bid Documents as well as to provide for Construction Supervision Services for the Project and as such services are described in Article 7 of this Agreement. The services shall include, but not be limited to:

5. <u>Duration of Agreement.</u> Section 8.14.A) of the Agreement "Duration of Agreement" is amended to delete:

- a. The time period of "5 years, (1825 calendar days)" and to instead provide that the duration of the Agreement shall be a period of "seventy-eight (78) months or two thousand three-hundred and seventy-three (2,373) calendar days"; and
- b. The last sentence of said section.

6.<u>Effect of Amendment; Order of Precedence</u>. Except as amended and modified by this Amendment No. 1, all of the terms, covenants, conditions, and agreements of the Agreement shall remain in full force and effect. In the event of any conflict between the provisions of the Agreement, and the provisions of the Amendment No. 1, the following shall be the order of preference: Amendment No. 1 and the Agreement.

[Remainder of Page Intentionally Left Blank - Signature Page Follows]

IN WITNESS WHEREOF, the County has caused this Amendment to be executed in its name by Mayor or Mayor's Designee, as authorized by the Board of County Commissioners, and Consultant has caused this Amendment to be executed by its duly authorized representative, all on the day and year first herein above written.

MIAMI-DADE COUNTY

Approved by the County Attorney as	By: Name:	
to form and legal sufficiency:		
Assistant County Attorney	Title:	
Name:	Date:	
ATTEST:		
Clerk		
Ву:		
NOTARY	CONSULTANT:	
State of FLOPHDA County of MIAMI-DADE Subscribed and sworn before me this 26TH day of APRIL 20 22 Signature	Silva Architects, LLC, Signature: Name: <u>ALEIANDRO 5IWA, AIA</u> Title: <u>MANAGER</u> Date: <u>4 - 26 - 22</u>	
Name: <u>EPIC SANTA - CPUZ</u> My commission expires: Notary Public - State of Florida Commission # GG 979817 My Comm. Expires Apr 19, 2024 Bonded through National Notary Assn.		