

Memorandum



Date: December 2, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

Agenda Item No. 8(C)(1)

From: Daniella Levine Cava
Mayor *Daniella Levine Cava*

Subject: Miami-Dade County Auditorium Project No. A20-CUA-01 Amendment No. 1 to the Professional Service Agreement with Arquitectonica International Inc.

Executive Summary

This item is requesting that the Board of County Commissioners approve Amendment No.1 to the Professional Services Agreement with Arquitectonica International Inc. (Arquitectonica). Amendment No. 1 seeks to implement a phased approach for the design services for the much-needed renovations and expansion of the Miami-Dade County Auditorium (Project No. A-20-CUA-01), including an increase of \$1,000,000.00 of the contract value not to exceed \$4,498,000.00, and to authorize the County Mayor or the County Mayor's designee to execute the Amendment. A phased approach for the design services is now necessary to produce multiple phased construction document packages due to jurisdictional changes and permitting needs, early demolition, and future packages of work providing 'shovel-ready' projects with flexibility as funding becomes available.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve Amendment No.1 to the Professional Services Agreement (PSA) with Arquitectonica International Inc. for the renovation and expansion of the Miami-Dade County Auditorium (MDCA), increasing the contract value to an amount not to exceed \$4,498,000.00.

Scope

The impact of this item is county wide, as MDCA serves the visitors and residents of the entire County. The facility is located in District 5, represented by Commissioner Eileen Higgins.

PROJECT NAME: MIAMI-DADE COUNTY AUDITORIUM

PROJECT NO: A20-CUA-01

CONTRACT NO: A20-CUA-01

PROJECT LOCATION: 2901 West Flagler Street Miami, FL 33135

PROJECT COMMISSION DISTRICT: District 5, Eileen Higgins

APPROVAL PATH: Board of County Commissioners

USING DEPARTMENT: Cultural Affairs

MANAGING DEPARTMENT: Cultural Affairs

PROJECT DESCRIPTION:

In 2022, the Board authorized the award of a PSA with Arquitectonica via resolution R-576-22 in an amount not to exceed \$3,498,000.00 for the MDCA renovations and expansion (Project No. A-20-CUA-01). The original scope of work for this PSA includes architectural, engineering, and specialty consultant services to provide planning, design, construction documents, construction administration, and commissioning services for the renovation, upgrade, and expansion of the Miami-Dade County Auditorium. The award of the PSA was based on one set of construction documents incorporating all scope developed as part of the master planning exercise. Due to funding restrictions, the project scope was broken into separate packages that could be bid, awarded, and implemented separately as funding is identified.

As the master planning and architectural design development phases and corresponding cost estimates were developed, it became apparent that the available project budget would not be sufficient to accomplish all the desired components. Breaking the project into separate packages of work that could be bid and awarded separately based on funding availability was determined to be in the best interest of the project to ensure that life safety and code-required improvements are prioritized, and additional program components would be designed as alternates that could be implemented independently as funding becomes available. In addition, the forty-year recertification required improvements to the MDCA and accelerated the need to shut down the facility, which occurred in May 2024. To expedite the renovation timeline, the Department of Cultural Affairs (Department) instructed the design team to create a package of work that would include the abatement and interior demolition activities as an initial phase of work that could be bid, awarded, and completed while the construction documents for the renovation and additional components were developed.

The original PSA contemplated one set of construction documents for the improvements to the MDCA, based on the original visioning of the entire project. Now that the project will be broken down into phases, additional work from the architectural and engineering team is required to produce separate sets of construction documents for the different phases and permitting processes. The project was initially under the jurisdiction of the City of Miami, but the site was later re-zoned under the Miami-Dade County Rapid Transit Zone (RTZ). Permitting documents had to be amended for resubmittal under the County's permitting jurisdiction. The separate sets of documents and status of each is as follows:

1. Construction documents Set A - 40-Year Recertification package – work completed and permit closed through City of Miami jurisdiction;
2. Construction documents Set B – Asbestos abatement and interior demolition – construction work awarded and nearing completion through Miami-Dade County jurisdiction;
3. Construction documents Set C – Base scope of improvements to existing theater building – construction documents 90% complete
4. Construction documents Set D - Addition (lobby bar, restaurant, and event space) – construction documents 75% complete;
5. Construction documents Set E - Annex Building (black box studio with front-of-house and back-of-house spaces and administrative office suite) – construction documents 75% complete.

Having a segregated scope of work with these separate packages of work and series of alternates allows the County to:

- Complete the 40-year recertification required by the City of Miami and preliminary abatement and demolition work while the rest of the construction documents are completed and permitted;
- Establish a base scope of improvements that can be accomplished with the existing project funding; and
- Receive a set of documents that can be used to obtain market pricing and to have ‘shovel-ready’ projects ready to award as additional funding is identified.

The additional effort from the A/E team includes creating separate and distinct packages of contract documents and specifications that can be implemented independently of each other, performing additional cost estimates, additional schedules for the phased work, and providing contract administration services at different times throughout the life of the project, among other coordination efforts. Additional testing services have also been identified as part of the required design and permitting process and those costs are included in the proposed contract amendment. The Schedule of Payments included in Article 7 of the PSA shall be revised as follows to account for additional architectural, engineering and specialty consultants services efforts required to produce the previously described individual sets of construction documents and to provide bidding and award and construction administration services at different times throughout the life of the project. Work Orders have been issued for all existing PSA phases to assist in keeping the project moving forward. The requested PSA amendment is necessary to complete the various sets of construction documents and replenish funding in the PSA scope phases 3B-7, which include 90% complete construction documents through construction administration, and replenishes funds for additional services and reimbursable services. The existing and amended PSA values are outlined per the schedule below, with an amended not-to-exceed amount of \$4,498,000.00.

SCHEDULE OF PAYMENTS

Phase No.	Services	Original PSA Amount	Proposed additional amount	Amendment No. 1 Total
1A	Research Verification and Site/ Master Planning	\$212,000.00	0.00	\$212,000.00
1B	Schematic Design Documents	\$362,000.00	0.00	\$362,000.00
2	Design Development	\$600,000.00	0.00	\$600,000.00
3A	50% Complete Contract Documents	\$445,000.00	0.00	\$445,000.00
3B	90% Complete Contract Documents	\$363,000.00	\$200,000.00	\$563,000.00
3C	100% Complete Contract Documents	\$205,000.00	\$100,000.00	\$305,000.00
3D	Bid Contract Documents	\$115,000.00	\$200,000.00	\$315,000.00
4	Bidding and Award of Contract	\$77,000.00	\$35,000.00	\$112,000.00
5	Construction Administration Services and Commissioning	\$619,000.00	\$200,000.00	\$819,000.00
	Sub-total	\$2,998,000.00	\$735,000.00	\$3,733,000.00
6	Additional Services	\$299,800.00	\$73,500.00	\$373,300.00
7	Reimbursable Services	\$200,200.00	\$191,500.00	\$391,700.00
	Sub-total	\$500,000.00	\$265,000.00	\$765,000.00
	Total	\$3,498,000.00	\$1,000,000.00	\$4,498,000.00

Delegation of Authority

The County Mayor and/or County Mayor's designee is delegated the authority to execute and implement the Amendment to the contract and exercise all provisions, including cancellation provisions contained therein.

Fiscal Impact/Funding Source

Funding for the MDCA project is included in the FY24-25 Adopted Budget and Multi-Year Capital Plan under Program #931360, Volume 2, Page 212, which includes Countywide Infrastructure Investment Program (CIIP) bond proceeds, and a State of Florida Cultural Facilities grant.

Track Record/Monitor

Ashlee Thomas, Interim Director of the Miami-Dade County Department of Cultural Affairs, is responsible for monitoring the PSA and will oversee the implementation of

these funds. The Department has a track record of successfully implementing capital grants and managing and programming cultural facilities.

Background

MDCA has been at the center of civic and cultural life in Miami-Dade County since it opened its doors in 1951. The use of the facility has been wide-reaching: from hosting Board of County Commissioner meetings during its early days, to hosting countless recitals and graduations, witnessing pledges from newly naturalized citizens to the Florida Grand Opera's introduction of Luciano Pavarotti to US audiences. Most recently, MDCA has been a hub for celebrating the Hispanic arts and for providing key services to the community as a voting center, as a distribution center after hurricanes and a testing site during the Covid-19 pandemic.

Completing the phased approach for the design services for the much-needed renovations and expansion of the Miami-Dade County Auditorium will ensure that this community icon will be ready to serve the next generation of cultural and community patrons and will continue to be a key component of Miami's inventory of cultural attractions.

Attachment – Amendment No. 1 to the Professional Service Agreement with Arquitectonica International Inc.



Jimmy Morales
Chief Operating Officer

Memorandum



Date:

To: Honorable Chairman Anthony Rodriguez
Board of County Commissioners

From: Ashlee Thomas, Interim Director 
Department of Cultural Affairs

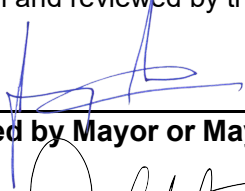
Subject: Request to Process Late Departmental Agenda Item

I am requesting that the following item be placed on the November 10, 2025 Recreation and Tourism Committee meeting.

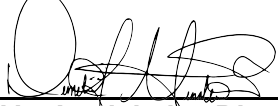
RESOLUTION APPROVING FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND ARQUITECTONICA INTERNATIONAL, INC., A FLORIDA CORPORATION, FOR THE DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES OF THE MIAMI-DADE COUNTY AUDITORIUM RENOVATIONS AND EXPANSION (PROJECT NO. A-20-CUA-01), TO PROVIDE ADDITIONAL COMPENSATION IN THE AMOUNT OF \$1,000,000.00, THEREBY RESULTING IN A TOTAL CONTRACT AMOUNT OF \$4,498,000.00, FOR ADDITIONAL PROFESSIONAL SERVICES REQUIRED BY THE PROJECT, INCLUSIVE OF REIMBURSEMENT AND CONTINGENCY ALLOWANCES, TO BE FUNDED FROM THE COUNTY WIDE INFRASTRUCTURE INVESTMENT PROGRAM ("CIIP"); AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE FIRST AMENDMENT, TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, AND TO ENFORCE ALL TERMS AND CONDITIONS THEREOF

Although this item has not met the noticed deadline and has been provided to the Agenda Coordination Office late, it is important the item moves forward with the requested timeline to complete the phased approach for the design services for the much-needed renovations and expansion of the Miami-Dade County Auditorium (Project No. A-20-CUA-01). The project is nearing completion of phase 1 (including selective demolition and asbestos abatement) and will soon undergo the solicitation process for construction of the phase 2 scope, which includes the extensive renovation of the existing facility and replacing all major systems. Completing the design, including architectural, engineering, and specialty consultant services and providing construction administration services is essential to the project and the permitting timeline. The Miami-Dade County Auditorium is a vital part of the cultural fabric of the Little Havana neighborhood where the facility is located and the entire Miami-Dade County cultural community that it serves.

Please process the item notwithstanding that the 3-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the Chair of the Committee and the BCC Chairman and reviewed by the Office of the County Attorney.


Approved by Mayor or Mayor's Designee

Jimmy Morales
Print Name


Approved by Legislative Director or Designee

Demetria Henderson
Print Name

c: Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidadade.gov
Eugene Love, Agenda Coordinator

MDC006



MEMORANDUM (Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: December 2, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(C)(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 ____, majority plus one ____, 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) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____)** to approve
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(C)(1)
12-2-25

RESOLUTION NO. _____

RESOLUTION APPROVING FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND ARQUITECTONICA INTERNATIONAL, INC., A FLORIDA CORPORATION, FOR THE DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES OF THE MIAMI-DADE COUNTY AUDITORIUM RENOVATIONS AND EXPANSION (PROJECT NO. A-20-CUA-01), TO PROVIDE ADDITIONAL COMPENSATION IN THE AMOUNT OF \$1,000,000.00, THEREBY RESULTING IN A TOTAL CONTRACT AMOUNT OF \$4,498,000.00, FOR ADDITIONAL PROFESSIONAL SERVICES REQUIRED BY THE PROJECT, INCLUSIVE OF REIMBURSEMENT AND CONTINGENCY ALLOWANCES, TO BE FUNDED FROM THE COUNTY WIDE INFRASTRUCTURE INVESTMENT PROGRAM ("CIIP"); AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE FIRST AMENDMENT, TO EXERCISE ALL PROVISIONS 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:

Section 1. This Board approves the first amendment to the Professional Services Agreement (PSA) between Miami-Dade County and Arquitectonica International, Inc. for the Miami-Dade County Auditorium Renovations and Expansion for the Department of Cultural Affairs (Project No. A-20-CUA-01) ("Amendment"), in substantially the form attached hereto as Exhibit A and incorporated herein by reference, to provide additional compensation in the amount

of \$1,000,000.00 for additional necessary professional services necessitated, for a total contract amount not to exceed \$4,498,000.00, inclusive of the contingency and reimbursement allowances, to be funded from the County Wide Infrastructure Investment Program (CIIP).

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the Amendment, to exercise all provisions, 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:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of December, 2025. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MRP

Melissa M. Gallo
Monica Rizo Perez

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("**Amendment**") to Professional Service Agreement (PSA) is made and entered this ____ day of _____, 2025, is by and between Miami-Dade County, a political subdivision of the State of Florida, through the Cultural Affairs Department, having its principal office and place of business at 111 N.W. 1st St., Suite 625, Miami, Florida 33128 (hereinafter called "**County**") and Arquitectonica International, Inc., a Florida Corporation, having its principal office and place at 2900 Oak Avenue, Miami, FL 33133 (hereinafter "**Consultant**").

WITNESSETH:

WHEREAS, the County entered into that certain PSA Agreement ("**Agreement**"), dated June 28, 2022 relating to that certain project referred to as the Miami-Dade County Auditorium ("**Project**") located at 2901 West Flagler Street, Miami, FL 33135 which provided for the Consultant to render certain services in connection with the County's Miami-Dade County Auditorium;

WHEREAS, the parties hereto desire to amend the Agreement to provide additional funding in the amount of \$1,000,000.00 for the expanded scope of services to include separate packages of phased work, additional testing, and the replenishment of the reimbursable account, as described in this Amendment; and

WHEREAS, the additional work from the architectural, engineering and specialty consultants team is required to produce additional construction sets of documents for the different phases and required permitting processes;

WHEREAS, the project was initially under the jurisdiction of the City of Miami, and subsequently re-zoned under the Miami-Dade County Rapid Transit Zone (RTZ), such that permitting documents had to be amended for resubmittal under the County's permitting jurisdiction;

WHEREAS, the parties hereto are desirous of amending the Agreement to accomplish the foregoing and in certain other respects 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 Amendment otherwise defined herein.

2. The Scope. The last paragraph of the Agreement's scope section titled "The Scope" which lists the services the Consultant and its team must provide and begins on page 15 of Resolution No. R-576-22 is hereby amended as follows:

The selected consultant team must provide the services included but not limited to the following:

- Research, Verification and Site/Master planning services; including new Annex Building placement;
- Quality architectural design integrating theater, acoustical and sound and communications components;
- Detailed cost estimates;
- Construction documents and specifications;
- Bidding and award services;

- Construction administration services;
- Commissioning Services;
- Detailed construction schedule analysis;
- Construction documents Set A – 40-year recertification package;
- Construction documents Set B – Asbestos abatement and interior demolition;
- Construction documents Set C – Base scope of improvements to existing theater building
- Construction documents Set D – Addition (lobby bar, restaurant, and event space);
- Construction documents Set E – Annex Building (black box studio with front-of-house and back-of-house spaces and administrative office suite); and
- Close out documentation support and verification of Warranty items;

3. Contract Value.

Article 7 “**COMPENSATION FOR SERVICES**” is amended as follows:

7.1 BASIC SERVICES FEE:

7.1.1 The Owner agrees to pay the Consultant, and the Consultant agrees to accept for Basic Services rendered pursuant to this Agreement, a Fixed Lump Sum Basic Services Fee of Three Million Seven hundred and thirty-three dollars (\$3,733,000.00) which includes the Lump Sum amounts listed below in Article 7.2. The Basic Services Fee shall include all architectural, engineering, and specialty consultant services outlined in Article 4, Basic Services and summarized as:

7.1.2 The completion of the site assessment and master plan, program verification, all construction documents, bidding and award, and construction administration services. The Basic Services fee shall be inclusive of all services necessary to accomplish the project for its intended use with a high level of quality design standards.

7.2 PAYMENT FOR BASIC SERVICES:

7.2.1 Except as provided hereafter, payments for each Phase shall not exceed the amounts as shown on the following Schedule of Payments for Basic Services, additional services and reimbursables.

Section 7.2, “Payment of Basic Services, Schedule of payments for services” is hereby replaced to reflect an additional Seven hundred thirty-five thousand dollars (\$735,000.00) corresponding to Basic Services and a total of Two hundred sixty-five thousand dollars (\$265,000.00) additional services and reimbursables by the following chart:

SCHEDULE OF PAYMENTS

COMPENSATION DUE TO THE CONSULTANT UPON COMPLETION OF THE PHASES OF
THE BASIC, REIMBURSABLE, & ADDITIONAL SERVICES

Phase No.	Services	Original PSA Amount	Proposed additional amount	Amendment No. 1 Total
1A	Research Verification and Site/ Master Planning	\$212,000.00	0.00	\$212,000.00
1B	Schematic Design Documents	\$362,000.00	0.00	\$362,000.00
2	Design Development	\$600,000.00	0.00	\$600,000.00
3A	50% Complete Contract Documents	\$445,000.00	0.00	\$445,000.00
3B	90% Complete Contract Documents	\$363,000.00	\$200,000.00	\$563,000.00
3C	100% Complete Contract Documents	\$205,000.00	\$100,000.00	\$305,000.00
3D	Bid Contract Documents	\$115,000.00	\$200,000.00	\$315,000.00
4	Bidding and Award of Contract	\$77,000.00	\$35,000.00	\$112,000.00
5	Construction Administration Services and Commissioning	\$619,000.00	\$200,000.00	\$819,000.00
	Sub-total	\$2,998,000.00	\$735,000.00	\$3,733,000.00
6	Additional Services	\$299,800.00	\$73,500.00	\$373,300.00
7	Reimbursable Services	\$200,200.00	\$191,500.00	\$391,700.00
	Sub-total	\$500,000.00	\$265,000.00	\$765,000.00
	Total	\$3,498,000.00	\$1,000,000.00	\$4,498,000.00

Section 7.9, the first sentence of section 7.9.1 of this Agreement titled "Contingency and Reimbursable allowance accounts", is hereby amended as follow:

This project is a Professional Services Agreement for the design of facilities on public property; therefore an estimated Allowance Account for Additional Services for **Four Hundred Seventy Three Thousand Three Hundred dollars (\$473,300.00)** and Reimbursable Services of **Two Hundred and Ninety One Thousand Seven Hundred dollars (\$291,700.00)** for a total of **Seven Hundred Sixty-Five Thousand dollars (\$765,000.00)** is permissible upon approval of the award recommendation memorandum presented to the Board of County Commissioner, per Miami-Dade County Code Section 2-8.1. This Allowance Account will be used by the Department for unforeseen conditions necessitating additional design, resulting in additions to the basic fee and/or additional/reimbursable service fees. The Consultant shall have no entitlement to any of these funds. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this Contingency Allowance Account remains the property of the County.

Section 7.10, the first sentence of section 7.10.1 of the Agreement titled "Total Authorized Amount for this Agreement" is hereby amended as follows:

Except as otherwise provided for herein, the Total Authorized Amount for this Agreement is **Four Million Four Hundred and Nighty Eight Thousand Dollars (\$4,498,000.00)**. The Owner retains all rights to these funds, may expend these funds at its sole discretion, and any funds not expended from this authorized agreement amount remain the property of the County.

4. Effect of Amendment: Order of Precedence. Except as amended and modified by this Amendment, 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 this Amendment, this Amendment shall prevail.

8. SPECIAL PROVISIONS:

8.7 E-Verify.

By entering into this Contract, the Consultant and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility" to the extent it is applicable. Consultant affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of Consultant (if any); (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract.

If County has a good faith belief that Consultant has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination Consultant agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Consultant shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Consultant has otherwise complied with its requirements under those statutes, then Consultant agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Consultant, or Subcontractor no later than twenty (20) calendar days after the date of contract termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

8.8 Human Trafficking

By entering into this Contract, Consultant is obligated to comply with the provisions of section 787.06, Florida Statutes, "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. This compliance includes the Consultant providing an affidavit that it does not use coercion for labor or services. This Contract may be void if Consultant submits a false affidavit or if Consultant violates section 787.06, Florida Statutes, during the term of this Contract, even if the Consultant was not in violation at the time it submitted its affidavit.

8.9 Conflict of Interest

Consultant agrees to abide by and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. of the Code of Miami- Dade County ("County Code"), as amended, Ordinance No. 01-199, as well as with section 617.0832, Florida Statutes, as amended, regarding director conflict of interests, which are incorporated herein by reference as if fully set forth herein, in connection with Consultant's contract obligations hereunder.

8.10 Countries of Concern

By entering into this Contract, the Consultant affirms that it is not in violation of Section 287.138, Florida Statutes, titled Contracting with Entities of Foreign Countries of Concern Prohibited. The Consultant further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, Florida Statutes, access to an individual's personal identifying information if: a) the Consultant is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Consultant; or c) the Consultant is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Section 287.138(2)(a)-(c), Florida Statutes. This affirmation by the Consultant shall be in the form attached to this Agreement as Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit, which is attached and incorporated herein by reference. For purpose of this agreement the term "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian

Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

8.11 Florida Public Records

If Consultant meets the definition of “Contractor” as defined in Section 119.0701(1)(a), Consultant shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
2. Upon request from the County’s custodian of public records identified herein, provide the County with a copy of the requested records or allow the public with access to the public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement’s term and following completion of the services under this Agreement if the Consultant does not transfer the records to the County; and
4. Upon completion of the Contract, transfer, at no cost, to the County all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Consultant, or keep and maintain such public records. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains the public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term “public records” shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

If considered a “contractor”, Consultant’s failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement and the County may, at the County’s sole discretion, avail itself of any of the remedies for breach set forth under this Agreement or available at law or equity. In the event the Consultant fails to meet any of these provisions or fails to comply with Florida’s Public Records Laws, the Consultant shall be responsible for indemnifying the County in any resulting litigation and the

Consultant shall defend its claim that any public record is confidential, trade secret, or otherwise exempt from inspection and copying under Florida's Public Records Laws.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Miami-Dade County Department of Cultural Affairs
C/o: Mr. Graham Winick, Assistant Director
111 NW 1st Street Suite 625
Miami, Florida 33128

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

IN WITNESS WHEREOF, has caused this Amendment to be executed in its name by the County 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.

COUNTY:

MIAMI-DADE COUNTY, a political subdivision
of the State of Florida
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____

Name: _____

Title: _____

ATTEST:

CLERK

By: _

Approved by the County Attorney as
to form and legal sufficiency:

Assistant County Attorney

NOTARY:

State of: *NEW YORK*

County of: *NEW YORK*

Subscribed and sworn to before me this

30 day of October, 2025.

Notary Public: *Ronetta Annmarie Seymour*

My commission expires: *June 1st 2026*

CONSULTANT:

Arquitectonica International Inc.

By: *TS*

Name: Timothy S. Reedy

Title: Chief Executive Officer

