

Memorandum



Date: June 2, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

Agenda Item No. 8(C)(1)

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Westchester Cultural Arts Center Project No. A13-CUA-01 GOB ESP Change Order No.1 to the Construction Contract with TGSV Enterprises, Inc. and Amendment No. 2 to the Professional Service Agreement with Zyscovich Architects Inc.

Resolution No. R-537-21

Recommendation

It is recommended that the Board of County Commissioners (Board) approve and authorize the County Mayor or Mayor's designee to execute the following to complete the development of the Westchester Cultural Arts Center (WCAC) Project No. A13-CUA-01 GOB ESP:

- Change Order No. 1 in the amount of \$2,200,000.00 and a 122-day extension to the construction contract (Contract) between Miami-Dade County and TGSV Enterprises, Inc. (TGSV); and
- Amendment No. 2 in the amount of \$100,000.00 and no additional time to the Professional Service Agreement (PSA) between Miami-Dade County and Zyscovich Architects, Inc. (Zyscovich).

As part of the Economic Stimulus Plan (ESP) list of projects approved by the Board via Resolution No. R-919-04 and in accordance with Section 2-8.2.7 of the Code of Miami-Dade County, Committee review of this item is not required.

Scope

The WCAC is being constructed at Tropical Park, located at 7930 SW 40th Street in County Commission District 10, which is represented by Commissioner Javier D. Souto. The proposed changes will complete and enhance the project. Tropical Park is a regional park and the impact of this project is county-wide.

Delegation of Authority

In accordance with Section 2-8.3 of the Miami-Dade Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which includes authority for the Mayor and Mayor's designee to execute Change Order No. 1 and Amendment No. 2 and exercise all provisions of the Contract and PSA, including cancellation provisions and the provisions relating to the issuance of work orders and service orders contained therein.

Fiscal Impact/Funding Source

Funding for the proposed additional design and construction scope is available from:

Capital Project Description	Amount
932730 - Westchester Arts Center - Building Better Communities Bond Program - GOB project number 286	\$1,100,000.00
Book Page: 178, Volume #2 Funding Year: Adopted Capital Budget Book 2020-21	
937040 - Tropical Park - Building Better Communities Bond Program – GOB project number 38*	\$1,200,000.00
Book Page: 243, Volume #2 Funding Year: Adopted Capital Budget Book 2020-21	
Total:	\$2,300,000.00

*A companion item to the Board recommends a significant modification to the Building Better Communities General Obligation (GOB) Bond Program Project Number 39 to transfer \$1,200,000.00 of funding necessary to GOB Project Number 38 to fund \$1,200,000.00 of the change order item as stipulated above.

The additional \$100,000.00 to the PSA will be funded from GOB Project Number 286 and the additional \$2,200,000.00 change order to the Contract will be funded from GOB Project Numbers 286 and 38.

Track Record/Monitor

The development and construction of the WCAC are being managed by the Department of Cultural Affairs (CUA) in close coordination with the Parks, Recreation and Open Spaces (PROS) Department since the project site is within Tropical Park. The CUA Project Manager is Carolina Alfonso.

Background

The WCAC was designed by Zyscovich, the firm competitively selected to lead the architectural and engineering work. Originally envisioned as a campus of buildings to host events ranging from world renowned performances to theater classes for children, art gallery exhibitions, community meetings and other recreational activities, the project had to be re-designed to meet the project budget and that re-design included the elimination of a separate classroom/activities building that formed the campus configuration. This area where the eliminated building was sited, referred to as the Tropical Park East Park, has now been re-imagined as an outdoor venue to host performances and open-air recreational activities. Because this area is immediately adjacent to the main entrance to Tropical Park, it is especially important to provide a planned space at the focal point of this regional park and along Bird Road, a major thoroughfare.

The Tropical Park East Park Improvements at WCAC will allow outdoor performances and programming to flow onto a well-planned area of lush and open landscapes, hardscapes, and supported by restroom facilities and a convenient drop-off area along the periphery. Activities such as outdoor performances, movie nights, “*noches tropicales*,” recreational programs, and food festivals are among the activities identified by both CUA and PROS as priorities in providing quality, accessible activities for the community. Demand for these types of programs could not be higher than during the current pandemic as the community seeks outdoor spaces for safe cultural and recreational activities.

The WCAC project is being built by TGSV and has a projected completion of mid-2021. Significant savings in time and money are being achieved by adding the design and construction of the Tropical Park East Park Improvements to Zyscovich’s and TGSV’s WCAC agreements while they are under contract for the design and construction of the WCAC, respectively. Both Zyscovich and TGSV are fully vested in the project and very committed to creating the best project possible, not only because it reflects on their work, but also because of the value it brings to the community.

The original Design PSA for the WCAC was awarded to Zyscovich Inc. (Zyscovich) following a competitive selection process and was approved on July 10, 2015 for a total amount of \$880,000.00 inclusive of reimbursables and additional services, and a total contractual time of five (5) years inclusive of time extensions. Resolution R-1079-20 adopted on October 20, 2020, awarded the Amendment No. 1 to Original PSA for a total amount of \$250,000.00 in order to include additional professional services necessitated by the project, and an extension of 882 calendar days for a new completion contract date of December 08, 2022 inclusive of warranty period.

Resolution No. R-196-20, adopted on February 19, 2020, approved the award of the construction contract to build the WCAC to TGSV Enterprises, Inc. (TGSV) for a total amount of \$7,310,707.00, inclusive of a total owner-controlled dedicated allowance of \$664,610.00 for permits, infrastructure, and contingency, and with a contract time period of 365 calendar days, and 37 contingency calendar days. TGSV is currently completing this work, with a contractual substantial completion date of June 08, 2021.

Change Order No. 1 to TGSV’s Contract and Amendment No. 2 to Zyscovich’s PSA will provide the necessary funds and time to fully design and build the Tropical Park East Park improvements, and to purchase and install theatrical systems, furnishings, and technological equipment and installation required to properly outfit and operate the WCAC. The Zyscovich team will complete the construction documents and specifications for the aforementioned improvements and incorporate these modifications as a revision to the current building permit and construction documents. Concurrently, TGSV can begin to coordinate the construction of these items while the plans are being finalized and permitted. The Change Order No. 1 to TGSV’s Contract authorizes the creation of three new dedicated allowance accounts totaling \$2,200,000.00 for the East Park, and the purchase and installation of the theatrical systems, furnishings, and technological equipment and an increase to the contingency time allowance of an additional 122 days. CUA will negotiate the final pricing and scope of work with TGSV once Zyscovich has finalized its plans and the additional

Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners
Page No. 4

work, including the amount of compensation and additional time for completion, will be issued as a work order under the Contract.

This path will save months of procurement and remobilization efforts, and result in savings in design costs and permitting when compared to a stand-alone project. Other potential savings would be generated from the TGSV's general conditions for part of the scope that can happen concurrently with the construction of the WCAC building currently under contract and loss of buying power (i.e., the impact of inflation on construction costs) if the project were to be completed at a later date. Most importantly, the County has the opportunity to deliver a quality project to the community when it is most needed.

A significant modification to GOB Bond Program Project Number 39 to transfer funding necessary to Project Number 38 to fund a portion of the change order amount is a companion item to this item. The GOB Citizens Advisory Committee approved and recommended the significant modification on April 16, 2021 and approval by the Board is a prerequisite to awarding this item.



Morris Copeland
Chief Community Services Officer



MEMORANDUM

(Revised)

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

DATE: June 2, 2021

FROM: 
Gen 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 ____, 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
- ☐ 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)
6-2-21

RESOLUTION NO. _____ R-537-21

RESOLUTION APPROVING, IN RELATION TO THE WESTCHESTER CULTURAL ARTS CENTER PROJECT NO. A-13-CUA-01 GOB ESP: (1) CHANGE ORDER NO. 1 TO THE CONSTRUCTION CONTRACT BETWEEN MIAMI-DADE COUNTY AND TGSV ENTERPRISES, INC. IN THE AMOUNT OF \$2,200,000.00 AND TIME EXTENSION OF 122 CALENDAR DAYS; AND (2) AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND ZYSCOVICH ARCHITECTS INC. IN THE AMOUNT OF \$100,000.00, BOTH FUNDED FROM BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM FUNDS; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE CHANGE ORDER NO. 1 AND AMENDMENT NO. 2, 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:

Section 1. This Board approves, in relation to the Westchester Cultural Arts Center Project No. A-13-CUA-01 GOB ESP: (1) Change Order No. 1 to the construction contract between Miami-Dade County and TGSV Enterprises, Inc. in the amount of \$2,200,000.00 to be added as dedicated allowance accounts and a time extension of 122 calendar days to be added as a dedicated time contingency allowance account ("Change Order") in substantially the form attached hereto as Exhibit A and made a part hereof; and 2) Amendment No. 2 to the Professional Service Agreement between Miami-Dade County and Zyscovich Architects Inc. in the not to exceed

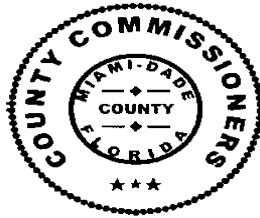
amount of \$100,000.00 with no time extensions (“PSA Amendment”) in substantially the form attached hereto as Exhibit B and made a part hereof. The Change Order and PSA Amendment shall be funded from Building Better Communities General Obligation Bond Program funds.

Section 2. This Board authorizes the County Mayor or the County Mayor’s designee to execute the Change Order and PSA Amendment for the Westchester Cultural Arts Center project in substantially the forms attached hereto and made a part hereof, 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 **Rebeca Sosa** , who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of June, 2021. 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: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MRP

Monica Rizo Perez

Bond No. 0228094

MIAMI-DADE COUNTY, FLORIDA**CULTURAL AFFAIRS****CHANGE ORDER TO ORIGINAL CONTRACT**

CHANGE ORDER NO: 1

CONTRACT NO: A13-CUA-01-GOB ESP

DATE:

PROJECT TITLE:

Westchester Cultural Arts Center (WCAC)

TO CONTRACTOR:

TGSV Enterprises, Inc. 1301 West 68th Street, Suite A Hialeah, FL 33104

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES TO CONTRACT NO. A13-CUA-01 GOB ESP FOR THE WESTCHESTER CULTURAL ARTS CENTER ("CONTRACT") AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

Description of change authorized:

ITEM #1 – Establish a Dedicated Allowance Account in the amount of [\$1,200,000.00] for construction of Tropical Park East Park Improvements at the Westchester Cultural Arts Center (WCAC).

ITEM #2 – Establish a Dedicated Allowance Account in the amount of [\$ 230,000.00] for the purchase and installation of Information Technology systems equipment for Voice Data Systems, Intrusion Detection, Video Surveillance, and Access Controls system.

ITEM #3 – Establish a Dedicated Allowance Account in the amount of [\$ 770,000.00] for the purchase and installation of Theater Equipment systems.

ITEM #4 – Increase the Time Contingency Allowance (also referred to as the Contract Time Allowance) by 122 additional days for a new total Time Contingency Allowance of 159 days in order to complete the Tropical Park East Park Improvements, and the purchase and installation of the information technology systems equipment and the theater equipment systems

Monetary Justification: THE COST FOR THE WORK DESCRIBED ON THIS CHANGE ORDER IS CALCULATED TO NOT EXCEED \$2,200,000.00. THIS IS AN OWNER-CONTROLLED ALLOWANCE CHANGE ORDER TO FUND THE WORK SCOPE DESCRIBED ABOVE INCLUSIVE OF GENERAL CONDITIONS, MATERIALS, TRANSPORTATION AND LABOR CHARGES, AS WELL AS INCIDENTAL COSTS, SUCH AS PERMIT AND INSPECTION FEES. THE CHANGE ORDER WILL BE DRAWN FROM APPROVED WORK ORDERS BY THE ARCHITECT AND OWNER.

Time Justification: AN INCREASE OF ONE HUNDRED AND TWENTY TWO (122) ADDITIONAL CONSECUTIVE CALENDAR DAYS ARE RECOMMENDED TO BE ADDED TO THE TIME CONTINGENCY ALLOWANCE FOR THIS CHANGE ORDER WORK. THIS IS AN OWNER-CONTROLLED ALLOWANCE CHANGE ORDER TO PROVIDE THE CONTRACTOR WITH ADDITIONAL TIME TO PERFORM THE WORK SCOPE DESCRIBED ABOVE IN ITEMS 1-3 AND WILL BE DRAWN FROM APPROVED WORK ORDERS BY THE ARCHITECT AND OWNER.

THE CONSTRUCTION OF THE PROJECT THE ORIGINAL CONTRACT PERIOD WILL EXPIRE ON 06/08/2021. AS SUCH, THIS INCREASE TO THE TIME CONTINGENCY ALLOWANCE TO BE USED FOR THE ADDITIONAL WORK IS CONSIDERED JUSTIFIABLE AND IS RECOMMENDED FOR APPROVAL ON THE BASIS THAT IT WILL BE ISSUED AS A NON-COMPENSABLE TIME EXTENSION AND WILL BE REVIEWED AND APPROVED VIA WORK ORDER.

This change order includes not only all direct costs of contractor such as labor, material, job overhead, and profit markup; but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruption, extended direct overhead or general overhead, acceleration, material or other escalation which include wages and other impact costs.

Contractor hereby waives, fully releases, discharges and acquits Miami-Dade County of any and all liability for claims, additional costs, and any requests for additional time arising out of the fulfillment of the contract and this change order from the date of the contract award to and including execution of this change order.

Contractor hereby understands and agrees that this Change Order modifies the Contract by adding Allowance Accounts and additional time to existing the Time Contingency Allowance Account and does not authorize the Contractor to either perform the work described herein or entitle the Contractor to claim or receive payment of any of the funds referenced herein or use any additional time referenced therein unless and until a Work Order, duly executed pursuant to the Contract provisions, so authorizes and entitles the Contractor. Such Work Orders, when executed, shall contain appropriate waiver, release and reservation of rights clauses pertinent to the work description and cost provisions included therein

SUMMARY OF CONTRACT AMOUNT / TIME

ORIGINAL CONTRACT AMOUNT-----	\$7,310,707.00
• BASE SCOPE OF WORK (INCLUDING IG FEES) -----	\$6,467,670.90
• ALTERNATE A (INCLUDING IG FEES) -----	\$178,426.57
• OWNER-CONTROLLED CONTINGENCY ALLOWANCE -----	\$332,305.00
• DEDICATED ALLOWANCE FOR PERMIT FEES -----	\$199,383.00
• DEDICATED ALLOWANCE FOR INFRASTRUCTURE CONNECTION FEES -----	\$132,922.00
COST OF CHANGES PREVIOUSLY ORDERED-----	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$7,310,707.00

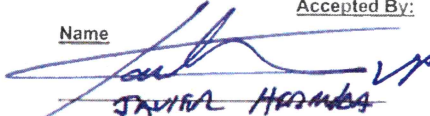
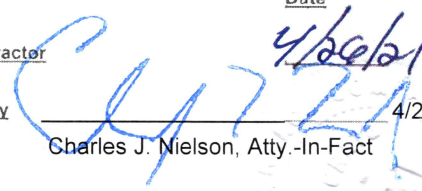
A13-CUA 01 GOB ESP

Westchester Cultural Arts Center

Page 1 of 2

Change Order #1

COST OF CHANGES WITH THIS DOCUMENT-----	\$2,200,000.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$9,510,707.00
• BASE SCOPE OF WORK (INCLUDING IG FEES) -----	\$6,467,670.90
• ALTERNATE A (INCLUDING IG FEES) -----	\$178,426.57
• OWNER-CONTROLLED CONTINGENCY ALLOWANCE -----	\$332,305.00
• DEDICATED ALLOWANCE FOR PERMIT FEES -----	\$199,383.00
• DEDICATED ALLOWANCE FOR INFRASTRUCTURE CONNECTION FEES -----	\$132,922.00
• DEDICATED ALLOWANCE FOR EAST PARK -----	\$1,200,000.00
• DEDICATED ALLOWANCE FOR IT SYSTEMS -----	\$230,000.00
• DEDICATED ALLOWANCE FOR THEATER EQUIPMENT SYSTEMS -----	\$770,000.00
PERCENT INCREASE TO COMPENSATION WITH THIS CHANGE-----	30%
TOTAL PERCENT INCREASE TO COMPENSATION TO DATE-----	30%
TIME: ORIGINAL CONTRACT (INCLUSIVE OF CONTINGENCY)/ PREVIOUS CHANGES / THIS CHANGE-----	402 / 0 / 122
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS GRANTED / THIS CHANGE-----	37 / 0 / 122
ADJUSTED DURATION INCLUDING THIS CHANGE AND CONTINGENCY -----	524

<u>Organization</u>	<u>Name</u>	<u>Accepted By:</u>	<u>Title</u>	<u>Date</u>
TGSV Enterprises, Inc.				
<u>Surety</u> Berkley Insurance Company			<u>Contractor</u>	
				4/26/21
			Surety	Charles J. Nielson, Atty.-In-Fact



<u>Title</u>	<u>Name</u>	<u>Date</u>
Approved By: <u>County Attorney</u> (for legal sufficiency)	_____	_____
Approved By: <u>County Mayor</u>	_____	_____
Attested By: <u>Clerk of the Board</u>	_____	_____

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Charles J. Nielson; Charles D. Nielson; Joseph P. Nielson; or Jarrett Merlucci of Acrisure, LLC dba Nielson, Hoover & Company of Miami Lakes, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of March, 2020.



Attest:

By

Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of March, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaker
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 26 day of April, 2021.



Vincent P. Forte
Vincent P. Forte

SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

This Second Amendment (“**Amendment No. 2**”) to Professional Service Agreement (PSA) dated as of _____, 2021, is by and between Miami-Dade County, a political subdivision of the State of Florida, through the Miami-Dade County Department of Cultural Affairs, having its principal office and place of business at 111 N.W. 1st St., Suite 625, Miami, Florida 33128 (hereinafter called “**County**”) and Zyscovich, Inc., a Florida Corporation, having its principal office and place at 100 N Biscayne Boulevard, 27th Floor, Miami, Florida 33132 (hereinafter “**Consultant**”).

WITNESSETH:

WHEREAS, the County entered into a certain PSA (“**Agreement**”), dated July 10, 2015 relating to that certain project referred to as the Westchester Cultural Arts Center (“**Project**”) located at Tropical Park, 7900 SW 40th St, Miami, FL 33155; and

WHEREAS, the County and the Consultant have agreed to the modifications as per Amendment No. 1 to this Contract dated December 2, 2020; and

WHEREAS, the parties hereto desire to amend the Agreement to provide for additional services as described in this Amendment No. 2; 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 Amendment otherwise defined herein.

2. **Contract Value.** Article 7 “Compensation for Services” is amended as follow:

(a) Section 7.2 of the Agreement, titled “Payment of Basic Services, Schedule of payments for services” is hereby replaced by the following chart:

Phase No.	Services	Amount
1A	Program Verification and Master Planning	\$ 38,861.00
1B	Schematic Design Documents	\$ 116,582.00
2	Design Development	\$ 116,582.00
3A	50% Complete Contract Documents	\$ 116,582.00
3B	90% Complete Contract Documents	\$ 155,443.00
3C	100% Complete Contract Documents	\$ 38,861.00
3D	Bid Contract Documents	\$ 23,316.00
4	Bidding and Award of Contract	\$ 15,544.00

5	Construction Administration Services	\$ 155,444.00
	Sub-total	\$ 777,215.00
6	Additional Services	\$ 397,722.00
7	Reimbursable Services	\$ 55,063.00
	Sub-total	\$ 452,785.00
	Total	\$ 1,230,000.00

(b) The first sentence of section 7.8 of the Agreement titled “Maximum payable for additional services and reimbursable expenses,” is hereby amended as follow:

The aggregate sum of all payments to the Consultant for Additional Services and Reimbursable Expenses payable on this project shall not exceed **four hundred fifty-two thousand, seven hundred eighty-five dollars (\$452,785.00)**.

(c) The first sentence of section 7.10 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 **one million two hundred and thirty thousand dollars (\$1,230,000.00)**.

3. Effect of Amendment; Order of Precedence. Except as amended and modified by this Amendment No. 2, all of the terms, covenants, conditions, and agreements of the Agreement, as amended by Amendment No. 1, shall remain in full force and effect. In the event of any conflict between the provisions of the Agreement, the provisions of this Amendment No. 2 and the provisions of the Amendment No. 1, the following shall be the order of preference: Amendment No. 2, 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.

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: FLORIDA

County of: MIAMI-DADE

Subscribed and sworn to before me this

26 day of APRIL, 2021.

Notary Public: DEBRA VANZANT

CONSULTANT:

Zyscovich Inc.

Signature:

Name:

Title:

[Handwritten Signature]
José Murguido
V.P.

My commission expires: 7/22/2024

