

MEMORANDUM

Agenda Item No. 8(E)(1)

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

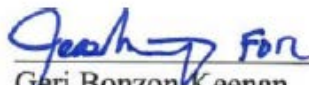
DATE: June 1, 2022

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

Resolution No. R-520-22

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

Memorandum



Date: June 1, 2022

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

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,

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-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, MDRF 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 MDRF 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 MDRF. 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 ½ 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. 2000000969**

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

FIRE RESCUE - INFRASTRUCTURE IMPROVEMENT PROGRAM

PROJECT #: 2000000969

DESCRIPTION: Provide various Infrastructure Improvements/updates to fire rescue stations systemwide as well as replace 20 outdated fire rescue stations as LEED certified structures

LOCATION: Various Sites District Located: Systemwide
Various Sites District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Fire Impact Fees	113	0	0	0	0	0	0	0	113
Fire Rescue Taxing District	1,927	4,600	10,950	15,230	20,550	24,700	29,000	28,000	134,957
TOTAL REVENUES:	2,040	4,600	10,950	15,230	20,550	24,700	29,000	28,000	135,070
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Construction	0	0	10,950	15,230	20,550	24,700	29,000	28,000	128,430
Planning and Design	2,040	4,600	0	0	0	0	0	0	6,640
TOTAL EXPENDITURES:	2,040	4,600	10,950	15,230	20,550	24,700	29,000	28,000	135,070

FIRE RESCUE - MISCELLANEOUS CAPITAL PROJECTS

PROJECT #: 371470

DESCRIPTION: Acquire Advanced Life Support (ALS) equipment for new service

LOCATION: Fire Rescue District District Located: Systemwide
Fire Rescue District District(s) Served: Systemwide

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Fire Impact Fees	1,855	4,000	4,000	0	0	0	0	0	9,855
Fire Rescue Taxing District	3,507	0	0	0	0	0	0	0	3,507
TOTAL REVENUES:	5,362	4,000	4,000	0	0	0	0	0	13,362
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Major Machinery and Equipment	5,307	4,000	4,000	0	0	0	0	0	13,307
Planning and Design	55	0	0	0	0	0	0	0	55
TOTAL EXPENDITURES:	5,362	4,000	4,000	0	0	0	0	0	13,362

FIRE RESCUE - SOLAR INSTALLATIONS

PROJECT #: 2000001794

DESCRIPTION: Install solar panels at fire rescue stations 16, 69, and 70; as part of reducing the county's carbon footprint, solar energy creates clean, renewable power from the sun and benefits the environment

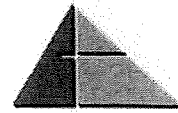
LOCATION: Various Sites District Located: 8,9,12
Various Sites District(s) Served: 8,9,12

REVENUE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Fire Rescue Taxing District	0	400	0	0	0	0	0	0	400
TOTAL REVENUES:	0	400	0	0	0	0	0	0	400
EXPENDITURE SCHEDULE:	PRIOR	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	FUTURE	TOTAL
Building Acquisition/Improvements	0	400	0	0	0	0	0	0	400
TOTAL EXPENDITURES:	0	400	0	0	0	0	0	0	400

ATTACHMENT 2

PROPOSALS FOR SCOPE INCREASE

- **ALLEGUEZ ARCHITECTURE, INC.**
- **LANDERA ASSOCIATES, P.A.**
- **SILVA ARCHITECTS LLC.**



ALLEGUEZ ARCHITECTURE, INC.

ARCHITECTURE

INTERIOR DESIGN

PLANNING

CONSTRUCTION MANAGEMENT

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

October 17, 2021

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:

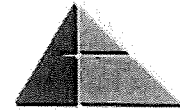
Six Hundred Twenty-Five Thousand Dollars No/100	\$ 625,000.
<u>LESS</u> Original Fee	<u>(\$390,000.)</u>

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; <i>Includes Civil Permitting</i>	\$ 31,250.00
20% - Construction Administration; <i>Includes Inspections</i>	\$ 125,000.00
Sub-Total	\$ 625,000.00



Station 5 – Located at 13150 SW 238 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

(\$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 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; <i>Includes Civil Permitting</i>	\$ 31,250.00
20% - Construction Administration; <i>Includes Inspections</i>	<u>\$ 125,000.00</u>
Sub-Total	\$ 625,000.00

Station 63 – Located at 1655 NE 205 St will be approximately 18,910 square feet, Two-story, three truck bay facility to include North Division Offices of approximately 1,592 square feet and Fire 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

(\$489,000.)

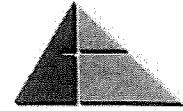
Amount of Fee Increase – Contract Amendment

Two Hundred Eighty-Six Thousand Dollars No/100

\$ 286,000.

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

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; <i>Includes Civil Permitting</i>	\$ 38,750.00
20% - Construction Administration; <i>Includes Inspections</i>	<u>\$ 155,000.00</u>
Sub-Total	\$ 775,000.00

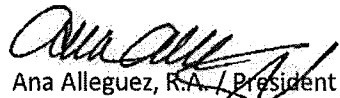


CLARIFICATIONS & QUALIFICATIONS:

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. / President

Architecture
Roofing Consultants
Planning

AA0003517



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 re-submitted.

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>

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, is 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 MDR. 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 MDR.

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
<i>Previously Authorized Fee</i>	<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.

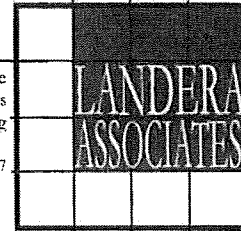
A handwritten signature in black ink, appearing to read 'Osvaldo L. Landera', is written over a horizontal line.

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>

November 29, 2021

Architecture
Roofing Consultants
Planning
AA0003517



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>

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 MDR. 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 MDR.

Ms. Margarita Builes
November 29, 2021
Page Three

FEE PROPOSAL

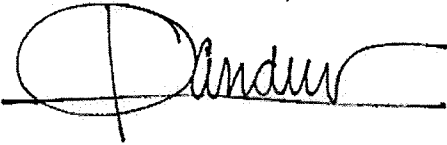
LANDERA ASSOCIATES, PA and our sub-consultants request Additional Services fees, as follows:

Total New Scope Fees	\$ 830,314.00
<i>Previously Authorized Fee</i>	<u>\$ 385,314.00</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.

A handwritten signature in black ink, appearing to read 'Osvaldo L. Landera', written over a horizontal line.

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

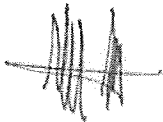
Additional Design and Construction Administration Services for Station 9	\$314,000.00
Additional Design and Construction Administration Services for Station 19	\$306,000.00

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.
2. 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.
3. 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



MEMORANDUM

(Revised)

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

DATE: June 1, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

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
- ☒ 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(E)(1)
6-1-22

RESOLUTION NO. _____ R-520-22

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 OR THE COUNTY 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,

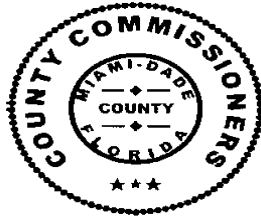
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves: (1) Amendment No. 1 to the Professional Service Agreement ("PSA") between Miami-Dade County and Alleguez Architecture, Inc., Project No. A-18-MDFR-01-A in the amount not to exceed \$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

\$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 **Joe A. Martinez** , who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** 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	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

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

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, consisting of the letters "MRP" in a stylized, cursive font, positioned above a horizontal line.

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 Miami-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. 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. 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

EXHIBIT A

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. Basic Services. 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 4 - \$625,000.00

Station 5 - \$625,000.00

Station 63 - \$775,000.00

(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

EXHIBIT A

4. Scope of Services. 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. Duration of Agreement. 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 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
to form and legal sufficiency:

Assistant County Attorney

Name: _____

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Clerk

By: _____

NOTARY

State of
County of

Subscribed and sworn before me this

26 day of April
20 22

Signature _____

Name: Lidice Perez

My commission expires: Dec. 7, 2023

CONSULTANT:

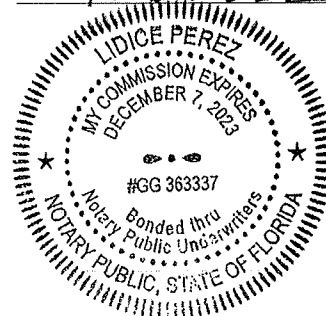
Alleguez Architecture, Inc.

Signature: [Signature]

Name: Ann Alleguez

Title: President

Date: 4-26-2022



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 Miami-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 36th Street and 71st Avenue consisting of a new, station to be no less than 19,000

EXHIBIT B

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. Basic Services. 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. Scope of Services. 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. Duration of Agreement. 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
to form and legal sufficiency:

By: _____

Name: _____

Assistant County Attorney

Title: _____

Name: _____

Date: _____

ATTEST:

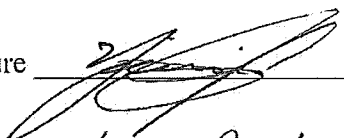
Clerk

By: _____

NOTARY

State of
County of

Subscribed and sworn before me this
26 day of April
20 22

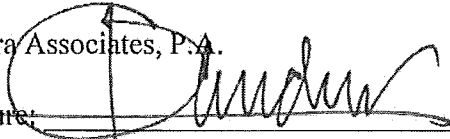
Signature 

Name: Yainis Acosta

My commission expires: September 10, 2024

CONSULTANT:

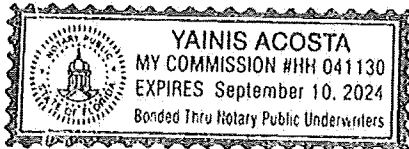
Landera Associates, P.A.

Signature: 

Name: OSVALDO L. LANDERA

Title: PRESIDENT

Date: 4.26.22



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 Miami-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 8th 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. Basic Services. 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 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. Scope of Services. 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. Duration of Agreement. 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 C

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
to form and legal sufficiency:

Assistant County Attorney

Name: _____

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Clerk

By: _____

NOTARY

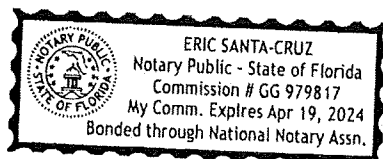
State of FLORIDA
County of MIAMI-DADE

Subscribed and sworn before me this
26th day of APRIL
20 22

Signature [Signature]

Name: ERIC SANTA-CRUZ

My commission expires: _____



CONSULTANT:

Silva Architects, LLC,

Signature: [Signature]

Name: ALEJANDRO SILVA, AIA

Title: MANAGER

Date: 4-26-22