

Memorandum



Date: June 2, 2026

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

Agenda Item No. 14(A)(2)

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Resolution No. R-504-26

Subject: Coconut Grove Playhouse Project No. A14-CUA-01 GOB Amendment No.1
to the Professional Service Agreement with Arquitectonica International Inc.

Executive Summary

This item requests that the Board of County Commissioners approve Amendment No. 1 to the Professional Services Agreement (PSA) with Arquitectonica International Inc. for the Coconut Grove Playhouse project (Project No. A14-CUA-01). Amendment No.1 extends the term of the original agreement from six (6) years to a total of (14) years due to regulatory delays and prolonged litigation and grants two (2) additional (1) one-year options, and seeks to increase the contract amount by a total of \$4,248,887.00, including \$2,158,016.00 to complete the original scope and \$2,090,871.00 for design and construction administration services related to the Project's Parking Garage Building component. This Amendment increases the total PSA value from \$2,398,680.00 to a not-to-exceed amount of \$6,647,567.00. This Amendment is requested to revise compensation for Basic Services due to regulatory delays and prolonged litigation that required multiple remobilizations and additional updates to the construction documents, including separate work packages; and to authorize and fund design and construction administration services for the Parking Garage Building component, which was contemplated and included as an option in the original PSA. It is important to highlight that no additional funds have been authorized or remitted beyond the original contract value of \$2,398,680.00. As the long-awaited Coconut Grove Playhouse project continues to make exciting progress after emerging from years of legal impediments, this amendment would guarantee that the County continues to work with Arquitectonica and their consulting team, based on their competitively awarded contract, in close collaboration with the project's enduring partners Florida International University and Gable Stage to honor this historic landmark and return a valuable cultural asset to the Coconut Grove neighborhood.

Recommendation

It is recommended that the Board of County Commissioner (Board) approve Amendment No. 1 to the Professional Services Agreement (PSA) with Arquitectonica International Inc. (Arquitectonica), for the Coconut Grove Playhouse (Playhouse) project, including the

Garage Building component, increasing the contract value to a total not-to-exceed amount of \$6,647,567.00 and extending the original Agreement term agreement from six (6) years to a total of (14) years due to regulatory delays and prolonged litigation and grants two (2) additional (1) one-year options. As part of the Economic Stimulus Plan (ESP) list of projects approved by the Board via Resolution No. R-348-17 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 impact of this item is Countywide, as the Playhouse will serve the visitors and residents of the entire County. The facility is located in Commission District 7, which is represented by Commissioner Raquel A. Regalado.

This Amendment is necessary to:

1. Revise compensation for Basic Services due to regulatory delays and prolonged litigation that required multiple remobilizations and additional updates to the construction documents, including separate work packages; and
2. Authorize and fund design and construction administration services for the Parking Garage Building component, which was contemplated and included as an option in the original PSA.

PROJECT NAME:	COCONUT GROVE PLAYHOUSE
PROJECT NO:	A14-CUA-01 GOB
CONTRACT NO:	A14-CUA-01
PROJECT LOCATION:	3500 Main Highway, Miami, FL 33133
PROJECT COMMISSION DISTRICT:	District 7, Raquel A. Regalado
APPROVAL PATH:	Board of County Commissioners
USING DEPARTMENT:	Cultural Affairs
MANAGING DEPARTMENT:	Cultural Affairs
PROJECT DESCRIPTION:	

In 2015, the Board authorized the award of a PSA with Arquitectonica via resolution R-294-15 in an amount not to exceed \$2,398,680.00 and a total contact term of four (4) years with two (2) additional (1) one-year options for the Coconut Grove Playhouse Project (Project

No. A14-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 to re-establish great regional theater at the Coconut Grove Playhouse property. While the project was intended to be completed by 2021, multiple court cases, in which the County prevailed, resulted in protracted delays and the need to re-engage and revise plans throughout the process, requiring regular revisions and work packages mandated by updates to building code, current equipment specifications and updated LEED rating system. In addition, the status of the historic front building once selective demolition began indicated a greater level of structural engineering, testing and renovation requirements. It is important to highlight that no additional funds have been authorized or remitted beyond the original contract value of \$2,398,680.00.

Amendment No. 1 to Arquitectonica's PSA will extend the original contract from six (6) years to a total of (14) years (April 21, 2015 through April 21, 2029) due to regulatory delays and prolonged litigation and grants two (2) additional (1) one-year options to extend the contract and will provide the necessary funds to complete the project.

Funds will compensate the consultants for additional efforts required to complete the project, including but not limited to: updates and re-work of plans and specifications due to additional regulatory approvals and meetings, code changes, changes in equipment and systems due to elapsed time, re-work of LEED certification due to rating system updates, inflation and price escalations that occurred during the protracted delays, several re-mobilization efforts, additional cost estimates, replenishment of Contingency/ Additional Services to meet the 10% estimate of the revised contract value, and for providing the following packages of work to accelerate Scope A while the documents for the balance of the project are updated, finalized, and ready for permitting as Scope B:

- Scope A – Asbestos abatement, extraction and storage of historic elements, structural stabilization of the historic front building and partial demolition, including revisions to the documents and additional repair procedures based on the advanced deterioration of the historic façade walls; and
- Scope B – Rehabilitation of the historic Playhouse Gateway Building, construction of the new theater building and campus, and associated site work.

In addition, the option to provide services for the design, construction documents, and construction administration for a parking garage building contemplated in the solicitation is hereby being exercised to unify the campus' overall design and construction.

Article 7, "Compensation for Services," is hereby amended to revise Sections 7.1, 7.2, 7.3, and 7.4 to reflect increased compensation for Basic Services, Additional Services, and Reimbursable Expenses.

The Schedule of Payments is revised as follows:

Pursuant to Article 5.2, "Additional Services," the County hereby authorizes the Consultant to perform architectural, engineering, and construction administration services for the Parking Garage Building component of the Project. These services include preparation of construction documents, coordination with regulatory agencies, bidding assistance, and construction administration services associated with the Garage Building, which was included as an optional service in the original competitive solicitation. Compensation for these Additional Services will not exceed \$2,090,871.00 and is part of the revised total not-to-exceed contract amount stated above.

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 Playhouse project is included in the FY2025-2026 Adopted Budget and Multi-Year Capital Plan under Program No. 921070 (Volume 2, Page 186), Project #70416 and more specifically detailed below:

Revenue Name	Budget Reference	Fund Code	Revenue Amount
a. Convention Development Tax (CDT) Special Obligation Bond Series 2005	FY 2025-26 Adopted Budget Volume 2, Page 186	a. CB017 b. CO001	a. \$9,097,000 b. \$5,400,000
b. Parking Revenues			

The following chart represents the schedule of payments to reflect increased compensation for Basic Services, Additional Services, and Reimbursable Expense:

Phase No.	Services	Original PSA Amount	Additional Amount to Complete Theater and Gateway Building	Proposed Parking Garage	Amendment No. 1 Total
1A	Program Verification & Master Planning	\$ 228,280.00	\$0.00	\$ 202,369.00	\$ 430,649.00
1B	Schematic Design Documents	\$ 226,446.00	\$0.00	\$ 200,743.00	\$ 427,189.00
2	Design Development	\$ 339,186.00	\$0.00	\$ 300,686.00	\$ 639,872.00
3A	50% Complete Contract Documents	\$ 263,610.00	\$0.00	\$ 233,689.00	\$ 497,299.00
3B	90% Complete Contract Documents	\$ 234,400.00	\$ 457,207.00	\$ 207,794.00	\$ 899,401.00
3C	100% Complete Contract Documents	\$ 161,266.00	\$ 91,441.00	\$ 142,961.00	\$ 395,668.00
3D	Bid Contract Documents	\$ 54,098.00	\$ 182,883.00	\$ 47,958.00	\$ 284,939.00
4	Bidding and Award of Contract	\$ 45,590.00	\$ 182,883.00	\$ 40,415.00	\$ 268,888.00
5	Construction Administration Services	\$ 445,924.00	\$ 914,413.00	\$ 395,309.00	\$ 1,755,646.00
	Sub-total	\$ 1,998,800.00	\$ 1,828,827.00	\$ 1,771,924.00	\$ 5,599,551.00
6	Contingency/Additional Services	\$ 199,880.00	\$ 182,883.00	\$ 177,193.00	\$ 559,956.00
7	Reimbursable Expenses	\$ 200,000.00	\$ 146,306.00	\$ 141,754.00	\$ 488,060.00
	Sub-total	\$ 399,880.00	\$ 329,189.00	\$ 318,947.00	\$ 1,048,016.00
	Total	\$ 2,398,680.00	\$ 2,158,016.00	\$ 2,090,871.00	\$ 6,647,567.00

Track Record/Monitor

Ashlee Thomas, Interim Director of the Miami-Dade County Department of Cultural Affairs, oversees the Department's management of all contracts, including this PSA and 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

In 2013, Miami-Dade County and Florida International University (FIU), entered into a long-term lease agreement with the State of Florida for the development and management of the Playhouse. Following a competitive selection process, the Board approved resolution R-294-15 awarding a PSA to Arquitectonica in an amount not to exceed \$2,398,680.00 and with a contract term of four (4) years with two (2) additional (1) one-year options to extend the contract to provide architectural, engineering, and specialty consultant services for the Playhouse project. The solicitation included the option to provide design, construction documents, and construction administration services for a parking garage as an additional service. Having Arquitectonica design the parking garage provides continuity of aesthetics and simplifies the coordination of the design, permitting, and construction administration of all site components. This PSA Amendment includes funds to exercise that option and extend the terms of the agreement.

The project is located within the City of Miami (City) and subject to the City's regulatory requirements for development. As part of the regulatory approval process, the project was reviewed by the City's Historic and Environmental Preservation Board (HEPB) in April 2017 for the master plan concept, the Coordinated Review Committee in January 2018, the Urban Development Review Board in February 2018, the Planning Zoning and Appeals Board (PZAB) in November 2018, and the HEPB again in March 2019 for the full project scope. Although the project had not significantly deviated from the master plan presented two years earlier and the City's own professional historic preservation staff recommended approval, in 2019, the HEPB denied the County's application. The County appealed the HEPB decision to the City Commission, which approved the project's Certificate of Appropriateness in May 2019. The City Mayor subsequently vetoed the City Commission's approval, initiating a series of legal proceedings with the courts repeatedly ruling in favor of the County and culminating in May 2022.

The County then resumed the permitting process by applying for a demolition waiver, which was approved by City staff, but was appealed by two private citizens, sending the application before the City's PZAB. The PZAB erroneously upheld the appeal during their March 15, 2023 meeting. The County was again forced to avail itself of legal proceedings to obtain relief. The subsequent legal challenges delayed any work on the project until the final legal motion by the opponents was denied by the Third District Court of Appeal in October 2024.

These prolonged delays require additional efforts from the consultant team including several re-mobilizations, updates to construction documents, revisions to specifications, additional regulatory reviews, updates for LEED certification requirements, updated cost estimates, etc. This Amendment compensates Arquitectonica and its sub-consultants for

these additional required efforts, including cost and time escalations, and exercises the option contemplated in the solicitation to add services related to developing the Garage Building.

As the long-awaited Coconut Grove Playhouse project continues to make exciting progress after emerging from years of legal impediments, this amendment would guarantee that the County continues to work with Arquitectonica and their consulting team, based on their competitively awarded contract, in close collaboration with the project's enduring partners Florida International University and GableStage to honor this historic landmark and return a valuable cultural asset to the Coconut Grove neighborhood.

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



Jimmy Morales
Chief Operating Officer



MEMORANDUM

(Revised)

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

DATE: June 2, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(2)

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
- ☐ Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) 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. 14(A)(2)
6-2-26

RESOLUTION NO. R-504-26

RESOLUTION APPROVING FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY AND ARQUITECTONICA INTERNATIONAL, INC., A FLORIDA CORPORATION, FOR THE DESIGN, CONSTRUCTION DOCUMENTS AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE COCONUT GROVE PLAYHOUSE (PROJECT NO. A-14-CUA-01) FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE DEVELOPMENT OF A PARKING GARAGE BUILDING AND TO PROVIDE ADDITIONAL COMPENSATION IN THE AMOUNT OF \$4,248,887.00, THEREBY RESULTING IN A TOTAL CONTRACT AMOUNT OF \$6,647,567.00, INCLUSIVE OF REIMBURSEMENT AND CONTINGENCY/ADDITIONAL SERVICES ALLOWANCES, TO BE FUNDED FROM CONVENTION DEVELOPMENT TAX BONDS (SPECIAL OBLIGATION BOND SERIES 2005) AND PARKING REVENUES; 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 County Mayor's 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 Coconut Grove Playhouse for the Department of Cultural Affairs Project No. A-14-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 \$4,248,887.00 for additional

necessary professional services, for a total contract amount not to exceed \$6,647,567.00, inclusive of the contingency and reimbursable allowances, to be funded from Convention Development Tax (CDT) Special Obligation Bond Series 2005, and collected parking revenues.

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 **Raquel A. Regalado** , who moved its adoption. The motion was seconded by Commissioner **Roberto J. Gonzalez** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of June, 2026. 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: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

mmg

Melissa M. Gallo
Monica Rizo Perez

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

This First Amendment ("**Amendment**") to Professional Service Agreement (PSA) is made and entered this 30th day of April, 2026, is by and between Miami-Dade County, a political subdivision of the State of Florida, through the 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 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 the PSA, dated May 15, 2015, relating to that certain project referred to as the Coconut Grove Playhouse ("Project") located at 3500 Main Highway, Miami, FL 33133, pursuant to Resolution No. R-294-15, which provided for the Consultant to render architectural, engineering, and specialty consultant services in connection with the Coconut Grove Playhouse; and

WHEREAS, the Project has been subject to extended regulatory review and litigation proceedings which delayed implementation and required additional efforts from the Consultant team; and

WHEREAS, such additional efforts include several remobilizations, separate construction document packages, additional regulatory approvals and permitting coordination, structural stabilization refinements, updates to building systems and specifications, expanded construction administration services, etc., in addition to cost and time escalations; and

WHEREAS, the County desires to exercise the option included in the PSA to add the construction documents and construction administration services related to the development of the Parking Garage Building, and to reclassify the Parking Garage Building from Additional Services to Basic Services under Article 4 of the Agreement; and

WHEREAS, the County also desires to remove the second larger theater from the services contemplated by the PSA, as it is no longer being considered; and

WHEREAS, the parties hereto desire to amend the PSA to increase the total compensation payable to Consultant for Basic Services in the amount of Four Million Two Hundred and Forty-Eight Thousand Eight Hundred and Eighty-Seven Dollars (\$4,248,887.00) for a total contract amount of Six Million Six Hundred Forty-Seven Thousand Five Hundred and Sixty-Seven Dollars (\$6,647,567.00); and

WHEREAS, the total increase of Four Million Two Hundred and Forty-Eight Thousand Eight Hundred and Eighty-Seven Dollars (\$4,248,887.00) is comprised of an additional Two Million One Hundred Fifty-Eight Thousand and Sixteen Dollars (\$2,158,016.00) to complete original Basic Services scope, and Two Million Ninety Thousand, Eight Hundred and Seventy-One Dollars (\$2,090,871.00) for the construction documents, and construction administration services for the Parking Garage Building component; and

WHEREAS, the Parking Garage component total includes One Million Seven-Hundred and Seventy-One Thousand Nine Hundred and Twenty-Four Dollars (\$1,771,924.00) in Basic Services and Three Hundred and Eighteen Thousand Nine Hundred and Forty-Seven Dollars (\$318,947.00) in Contingency/Reimbursable and Additional Services; and

WHEREAS, the Additional Amount to Complete the Theater and Gateway Building component total includes One Million Eight Hundred Twenty-Eight Thousand Eight Hundred Twenty Seven Dollars (\$1,828,827.00) in Basic Services and Three Hundred Twenty-Nine Thousand One Hundred and Eighty-Nine Dollars (\$329,189.00) in Contingency/Reimbursable and Additional Services; and

WHEREAS, the parties further desire to extend the duration of the PSA; and

WHEREAS, the parties hereto are desirous of amending the PSA 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 not otherwise defined herein shall have the meanings ascribed to them in the PSA.

2. Contract Term.

Article 3.7 of the PSA titled "TERM OF AGREEMENT" is amended to delete subsection 3.7.1 in its entirety and to replace it with the following:

3.7.1 The term of this Agreement shall be for **5,114 days (14 years)** and shall begin upon execution by the parties and shall be in effect until all Services are completed or until those Service Orders in force at the end of the stated period of time have been completed and the Services accepted, whichever may be later. The County Mayor or County Mayor's designee has the authority to extend this Agreement for two (2) additional 1-year periods, if necessary to complete the scope of the services. Nothing in this Article shall prevent the Owner from exercising its rights to terminate the Agreement as provided elsewhere herein.

3. Basic Services.

Article 4, titled "BASIC SERVICES" is amended to revise the following subsections to reflect the addition of the parking garage building and the exclusion of the second larger theater as follows:

Article 4.2.4 is add Paragraph "f" to read as follows:

f. All of the above services shall apply to the theater and parking garage building.

The remaining subsections of Article 4 are amended to read as follows:

4.3.9.1 Site Plans: A site plan of the facility showing all existing buildings, Elements (inclusive of the parking garage building) to be improved, demolished, and/or added, any interfacing necessary with adjacent projects/properties, and all site features. The Consultant shall also prepare and submit a site plan of the facility showing all existing buildings and the proposed Project Elements (inclusive of the parking garage building) to be improved, demolished, and/or added, any interfacing necessary with adjacent projects/properties, and all site features. Site plans shall at minimum include circulation patterns, a zoning analysis and identification of any special site or environmental requirement affecting the site.

4.3.12 Probable Construction Cost: The Consultant shall submit an order of magnitude Probable Construction Cost for the conceptual design study presented for the Project, including the parking garage building.

4.4.1 Upon the written confirmation of the Consultant that all elements of the Project have been identified, the Owner may issue a Service Order to prepare the Schematic Design Documents. The Schematic Design Documents shall include the parking garage.

4.5.1 Upon receipt from the Owner of a Service Order for Phase 2 Basic Services, the Consultant shall prepare Design Development documents from the approved Schematic Design documents developed in the performance of the Phase 1B Basic Services. The Design Development documents shall consist of Drawings (site plans, floor plans, elevations, sections, renderings, etc., Outline Specifications, Work Sequencing Schedules and other documents as may be necessary to describe the size and character, scale and relationship of the entire project(s) with respect to architectural design, civil, structural, mechanical and electrical systems, and acoustical, sound and communications systems, and any other items incidental thereto, as may be appropriate and applicable. The systems and components and associated controls shall integrate with and be of like character to those typically found in similar projects unless otherwise specifically approved by the Owner in writing. All plans and programs developed during Phase 1B for interim locations or routings, or for the staging and sequencing of Work, shall be refined and updated as applicable. Should the need for additional plans and/ or programs become apparent during the course of the performance of the Phase 2 Basic Services, such additional plans and programs shall be prepared and included in the Design Development documents.

4.6.1 Upon receipt of a Service Order for Phase 3A Basic Services, the Consultant shall prepare the 50% Contract Documents from the approved Design Development documents created in the performance of the Phase 2 Basic Services, including the parking garage.

4.7.1 Upon receipt of a Service Order for Basic Services Phase 3B, the Consultant shall prepare the 90% Contract Documents from the approved 50% Contract Documents developed in the performance of the Phase 3A Basic Services. The 90% Contract Documents shall include the parking garage building.

4.8.1 Upon receipt of a Service Order for Phase 3C, the Consultant shall proceed with Basic Services Phase 3C - 100% Contract Documents. The Consultant shall prepare the 100% Contract Documents from the approved 90% Contract Documents developed in the performance of the Phase 3B Basic Services. The 100% Contract Documents shall include the parking garage building.

4.9.6 RESERVED.

4.10.10 The scope of Basic Services for Phase 4 shall include the parking garage building.

4.11.21 The scope of Basic Services for Phase 5 shall include the parking garage building pursuant to the terms of this Agreement.

4. Additional and Work Site Services.

Article 5 of the PSA titled "ADDITIONAL AND WORK SITE SERVICES" is amended to delete the information set forth in subsection 5.2.1 and 5.2.2 to read as follows:

5.2.1 Reserved.

5.2.2 Reserved.

5. All references in the PSA to the second, larger theater are hereby deleted and shall have no force or effect, provided, however, that all remaining provisions of the PSA shall be interpreted to apply solely to the Theater, Gateway Building, and Parking Garage Building components as revised herein.

6. Contract Value.

Article 7 of the PSA titled "**COMPENSATION FOR SERVICES**" is amended as follows:

(A) Subsection 7.1 of Article 7 is deleted in its entirety and a new subsection 7.1 shall replace it as follows:

7.1 BASIC SERVICES FEE:

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 Five Million Five Hundred Ninety-Nine Thousand Five Hundred and Fifty-One dollars (\$5,599,551.00) 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:

A. Program verification and the completion of a master plan to include both immediate and future development based on the existing property's historic designation, programming goals for the facility, and the available funding. At a minimum, addressing the existing building and site in creating a state of the art theater (target capacity: approximately 300 seats), including all required front-of-house and back-of-house spaces necessary for the successful operation of the theater, parking, and future compatible development that may address the need for additional parking, and complementary site amenities such as retail, restaurants, etc. are to be included.

B. Construction documents, bidding and award, and construction administration services for addressing the existing building and site in creating a state-of-the-art theater (target capacity: approximately 300 seats), including all required front-of-house and back-of-house spaces, corresponding parking and site improvements necessary for the successful operation of the theater. 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.

C. Design, construction documents, bidding and award, and construction administration services for the development of the Parking Garage Building in support of the theater operations. The Parking Garage Building shall include spaces for retail/food and beverage, offices, community uses, etc., including potential future expansions and all related site development. The Consultant shall include services for the development of the Parking Garage Building including Phase 1B – Schematic Design Documents, Phase 2 – Design Development, Phase 3A – 50% Complete Contract Documents, Phase 3B – 90% Complete Contract Documents, Phase 4 – Bidding and Award and Phase 5 – Construction Administration in accordance with the types of services outlined in Article 4 of this Agreement. The Basic Services fee for the Parking Garage Building Scope of Work shall be **One Million Seven Hundred and Seventy-One Thousand, Nine Hundred and Twenty-Four Dollars (\$1,771,924.00)** and shall be inclusive of all services necessary to accomplish the project for its intended use with a high level of quality design standards in keeping with the rest of the project components – the Historic Gateway Building and Theater Building. The Services Fee for the Parking Garage Building Scope of work shall be paid in accordance with the milestones and amounts set forth in Section 7.2.

(B) Subsection 7.2 of Article 7 is amended to change the title to "Payment for Services" and to delete the existing chart setting the Schedule for Payments for Services and replace it with the following:

7.2 PAYMENT FOR SERVICES:

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.

SCHEDULE OF PAYMENTS FOR SERVICES

COMPENSATION DUE TO THE CONSULTANT UPON COMPLETION OF THE PHASES OF THE BASIC SERVICES, REIMBURSABLE SERVICES AS SET FORTH IN SUBSECTIONS 7.3, & CONTINGENCY/ADDITIONAL SERVICES AS SET FORTH IN SUBSECTIONS 7.4

Phase No.	Services	Original PSA Amount	Additional Amount to Complete Theater and Gateway Building	Proposed Parking Garage	Amendment No. 1 Total
1A	Program Verification & Master Planning	\$ 228,280.00	\$ 0.00	\$ 202,369.00	\$ 430,649.00
1B	Schematic Design Documents	\$ 226,446.00	\$ 0.00	\$ 200,743.00	\$ 427,189.00
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3A	50% Complete Contract Documents	\$ 263,610.00	\$ 0.00	\$ 233,689.00	\$ 497,299.00
3B	90% Complete Contract Documents	\$ 234,400.00	\$ 457,207.00	\$ 207,794.00	\$ 899,401.00
3C	100% Complete Contract Documents	\$ 161,266.00	\$ 91,441.00	\$ 142,961.00	\$ 395,668.00
3D	Bid Contract Documents	\$ 54,098.00	\$ 182,883.00	\$ 47,958.00	\$ 284,939.00
4	Bidding and Award of Contract	\$ 45,590.00	\$ 182,883.00	\$ 40,415.00	\$ 268,888.00
5	Construction Administration Services	\$ 445,924.00	\$ 914,413.00	\$ 395,309.00	\$ 1,755,646.00
	Sub-total	\$ 1,998,800.00	\$ 1,828,827.00	\$ 1,771,924.00	\$ 5,599,551.00
6	Contingency/Additional Services	\$ 199,880.00	\$ 182,883.00	\$ 177,193.00	\$ 559,956.00
7	Reimbursable Expenses	\$ 200,000.00	\$ 146,306.00	\$ 141,754.00	\$ 488,060.00
	Sub-total	\$ 399,880.00	\$ 329,189.00	\$ 318,947.00	\$ 1,048,016.00
	Total	\$ 2,398,680.00	\$ 2,158,016.00	\$ 2,090,871.00	\$ 6,647,567.00

(C) Subsection 7.3 of Article 7 titled "Payment For Reimbursable Expenses" is amended to add the following at the end of the existing paragraph:

In no event shall the payment for the Reimbursable Expenses exceed **Four Hundred Eighty-Eight Thousand and Sixty Dollars (\$488,060.00)** and all Reimbursable Services and expenses shall be subject to Article 6 of this Agreement.

(D) Subsection 7.4 of Article 7 titled "Payment for Additional and Work Site Services" is deleted in its entirety and replaced with the following:

7.4 PAYMENT FOR CONTINGENCY / ADDITIONAL SERVICES AND WORK SITE SERVICES:

Contingency or Additional Services and Work Site Services as described in Article 5 of this Agreement will be paid by the Owner upon the satisfactory completion of the Services, or a percentage thereof, as determined by the Owner and as outlined in the Services Order authorizing the additional or work site services. If further capital funding becomes available and the Owner chooses to extend the scope to include a large, second theater and/or any other facility contemplated by the Master Plan, compensation for such Additional Services may then be negotiated. In no event shall the payment for the Contingency or Additional Services exceed **Five Hundred Fifty-Nine Thousand Nine Hundred Fifty-Six Dollars and zero cents (\$559,956.00)** and all Contingency or Additional Services and expenses shall be subject to the provisions of this Agreement.

(E) Section 7.8, titled "Maximum Payable for Additional Services and Reimbursable Expenses", is hereby deleted in its entirety and replaced with the following:

7.8 MAXIMUM PAYABLE FOR CONTINGENCY / ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES:

The aggregate sum of all payments to the Consultant for Contingency/Additional Services and Reimbursable Expenses payable on this Project shall not exceed **One Million Forty-Eight Thousand, and Sixteen dollars (\$1,048,016.00)**. 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 portion of this sum for which the Project Manager(s) does not authorize payment in writing shall remain the property of Owner. This amount is intended to establish a cumulative fund to be used for Additional Services and Reimbursable Expenses. The Owner may adjust the amounts between the service categories as long as the cumulative amount above is not exceeded.

(F) Section 7.9, 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 **Six Million Six Hundred Forty-Seven Thousand, Five Hundred and Sixty-Seven Dollars (\$6,647,567.00)**. 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.

7. Article 8 titled "Special Provisions" is amended to add the following at the end of the Article:

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 DEPARTMENT OF CULTURAL AFFAIRS’ 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

8. 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.

PSA Appendices to be revised as follows:

APPENDIX 1 – PRINCIPALS OF THE CONSULTANT AND CRITICAL PERSONNEL

Bernardo Fort Brescia, FAIA, Principal in Charge and Design Leader, Architecture
Laurinda H. Spear, FAIA, RLA, ASLA, LEED AP, Principal in Charge and Lead Designer, Interior Design
Carey Press, AIA, LEED AP Project Manager
John Fontillas, AIA, Theater Designer/Project Architect
Ariel Fausto, AIA, Theater Designer/Project Architect
Earl Brown, Construction Administrator
Beatriz Fernandez, AIA, Interior Designer
Sherri Gutierrez, AIA QA/QC

Appendix 2 – HOURLY RATES

Principal \$495
Senior Architect \$250

StaP Architect \$210
Project Manager \$270
Drafting/3D Modeling \$155
Landscape Architect \$210
Historic Preservation Architect \$210
Civil Engineer \$250
Structural Engineer \$200
MEPF Engineer \$265
Staff Engineer \$170
Clerical \$105
Theater Consultant \$315
Acoustical Consultant \$280
Sound and Communication Consultant \$230
LEED Consultant \$210
Roofing and Building Envelope Consultant \$210
Signage/Wayfinding Consultant \$175
Security Consultant \$210
Cost Estimator \$210
Scheduling Consultant \$270

Escalation – Not Allowed
Direct cost multiplier – Not allowed

[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: Florida
County of: Miami
Subscribed and sworn to before me this
30 day of April, 2026.
Notary Public: _____

Maribel Diaz

My commission expires: 6/29/2027

CONSULTANT:

Arquitectonica International Inc.

By: *Timothy S. Reedy*

Name: Timothy S. Reedy

Title: Chief Executive Officer

