

HOMELAND DEFENSE/
NEIGHBORHOOD IMPROVEMENT
BOND OVERSIGHT BOARD
AGENDA

1-22-08 – 6:00 P.M.
CITY OF MIAMI
CITY HALL CHAMBERS
3500 Pan American Drive
MIAMI, FLORIDA 33133

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- I. **APPROVAL OF THE MINUTES OF THE MEETING OF DECEMBER 18, 2007.**
- II. **NEW BUSINESS:**
1. Orange Bowl Demolition
 2. Additional Services to the Museum Park Master Plan Scope of Work and Fees
 3. Fire Station #11 – Design and Construction
- III. **UPDATES:**
- Tamiami Storm Sewer Improvements – Design Services
 - Roberto Clemente Park Building Renovation
 - Fairlawn Storm Water Pump Station – Phase IIA
 - Shenandoah Park Improvements Phase II
 - Morningside Park Shoreline Stabilization
 - Jose Marti Gym
 - Little Haiti Park Soccer Field
- IV. **CHAIRPERSON’S OPEN AGENDA:**
- V. **ADDITIONAL ITEMS:**
- City Hall Basement Tour

HOMELAND DEFENSE/ NEIGHBORHOOD IMPROVEMENT BOND OVERSIGHT BOARD MINUTES

12-18-07 -6:00 P.M.
CITY OF MIAMI
CITY HALL STAFF ROOM
3500 Pan American Drive
MIAMI, FLORIDA 33133

The meeting was called to order at 6:13 p.m., with the following members found to be

Present: Hugo P. Arza
Eileen Broton
Mariano Cruz
Ramon De La Cabada
Robert A. Flanders (Chairman)
Charisse L. Grant
Kay Hancock-Apfel
Ricardo Lambert
Carmen Matos
Manolo Reyes (Vice Chairman)

Absent: Luis Cabrera
Gary Reshefsky
Jami Reyes
Jose Solares
Hattie Willis

ALSO PRESENT: Bill Anido, Assistant City Manager
Rafael O. Diaz, Deputy City Attorney
Ola O. Aluko, Director, CIP Department
David Mendez, Assistant Director, CIP
Daniel Newhoff, Assistant Director, Public Facilities
Danette Perez, Board Liaison, CIP Department
Zimri Prendes, Administrative Assistant I, CIP
Marcia Lopez, Program Manager, CIP
Andre Bryan, Electrical Engineer, CIP
Carlos Vasquez, Project Manager, CIP
Kathleen Kauffman, Preservation Office, Planning
Kathleen Walker, Administrative Assistant I, Police
Stephen Bogner, Marinas Manager, Public Facilities
Ed Blanco, Project Supervisor, Parks & Recreation
Teri E. Thomas, City Clerk's Office

I. **APPROVAL OF THE MINUTES OF THE MEETING OF OCTOBER 23, 2007.**

HD/NIB MOTION 07-45

A MOTION TO APPROVE THE MINUTES OF THE MEETING OF OCTOBER 23, 2007.

MOVED: M. Reyes
SECONDED: M. Cruz
ABSENT: L. Cabrera, G. Reshefsky, J. Reyes, J. Solares, H. Willis

Note for the Record: Motion passed by unanimous vote of all Board Members present.

II. **OLD BUSINESS:**

- Additional Funding for Robert King Park New Building & Site Improvements

ROBERT KING PARK NEW BUILDING & SITE IMPROVEMENTS LOCATED AT 7025 WEST FLAGLER STREET
TOTAL DOLLAR AMOUNT: \$3,619,786(**\$3,189,939 is from Homeland Defense Bonds**)
SOURCE OF FUNDS: Homeland Defense Bonds Series I, II and bond Interest
DESCRIPTION OF PROJECT: Project scope includes the construction of a new 5,768 SF Community Building and Site Improvements including upgrades to the existing basketball, tennis, and handball courts. New Basketball Court (without roof structure), new tot lot/playground areas, new sand volleyball court, additional walkways and parking spaces, security lighting, landscaping and irrigation system upgrades. (Continuation of scope attached)

HD/NIB MOTION 07-46

A MOTION TO FUND THE ROBERT KING PARK NEW BUILDING & SITE IMPROVEMENTS.

MOVED: M. Reyes
SECONDED: K. Apfel
ABSENT: L. Cabrera, G. Reshefsky, J. Reyes, J. Solares, H. Willis

Note for the Record: Motion passed by unanimous vote of all Board Members present.

- Additional Funding for Henderson Park New Office/Restroom Facility

HENDERSON PARK NEW OFFICES/RESTROOM FACILITY LOCATED AT 971 NW 2ND STREET
TOTAL DOLLAR AMOUNT: \$882,600(**\$255,069 is from Homeland Defense Bonds**)
SOURCE OF FUNDS: Homeland Defense Neighborhood Park Improvements
DESCRIPTION OF PROJECT: Project scope includes design and construction of a 1,000 SF building with restrooms for male and female, office with small closet and storage room with access from inside and outside the office, storage for park maintenance equipment with ramp, roll up doors

and shelves. The scope also includes the design and constructions of an outdoor open pavilion, 2,400 SF, an open plaza with site furniture, security lighting and landscape (**Continuation of scope attached**)

HD/NIB MOTION 07-47

A MOTION TO FUND THE HENDERSON PARK NEW OFFICE/RESTROOM FACILITY.

MOVED: C. Grant
SECONDED: K. Apfel
ABSENT: L. Cabrera, G. Reshefsky, J. Reyes, J. Solares, H. Willis

Note for the Record: Motion passed by unanimous vote of all Board Members present.

- Additional Funding for Armbrister Park Building Improvements

ADDITIONAL FUNDING FOR ARMBRISTER PARK BUILDING IMPROVEMENTS LOCATED AT 236 GRAND AVENUE.

TOTAL DOLLAR AMOUNT: \$593,970

SOURCE OF FUNDS: **Neighborhood Park Improvements**

DESCRIPTION OF PROJECT: Additional Construction cost, design cost and construction administration services were needed due to unforeseen conditions and additional scope or work

HD/NIB MOTION 07-48

A MOTION TO FUND THE ARMBRISTER PARK BUILDING IMPROVEMENTS.

MOVED: C. Matos
SECONDED: M. Cruz
ABSENT: L. Cabrera, G. Reshefsky, J. Reyes, J. Solares, H. Willis

Note for the Record: Motion passed by unanimous vote of all Board Members present.

III. NEW BUSINESS:

NEW ITEMS:

1. Historic Preservation Initiatives-City Hall

HISTORIC PRESERVATION INITIATIVES – CITY HALL

TOTAL DOLLAR AMOUNT: \$745,000.00 (395,000.00 is Homeland Defense)

SOURCE OF FUNDS: Historic Preservation Initiatives/Florida Dept. of State Division of Historical Grant

DESCRIPTION OF PROJECT: The scope of work includes the Engineering Services to develop a selective demolition plan, direct a demolition contractor, inspect and prepare a structural analysis report with recommendations on as many columns as can be done for the available funding. The structural analysis and demolition plan will also need to address the long term shoring of those columns that are impacted to maintain the integrity of the building

HD/NIB MOTION 07-49

A MOTION TO FUND THE HISTORIC PRESERVATION INITIATIVES - CITY HALL.

MOVED: C. Grant

SECONDED: R. Lambert

ABSENT: L. Cabrera, G. Reshefsky, J. Reyes, J. Solares, H. Willis

Note for the Record: Motion passed by unanimous vote of all Board Members present.

2. College of Policing

THE COLLEGE OF POLICING

TOTAL DOLLAR AMOUNT: \$41,960,800 (22,000,000 is Homeland Defense)

SOURCE OF FUNDS: Homeland Defense Police Training Facility/Impact Fees/Impact Fees Ord 12750/School Board of Miami-Dade County-Grant.

DESCRIPTION OF PROJECT: The City of Miami College of Policing will be a new four (4) story, +/- 112,264 s.f addition to the Miami Police Dept Headquarters. The new structure will house 1) a Miami Police Academy that includes training and administrative spaces, student quarters, locker rooms, indoor firing range, SWAT area and emergency operation center, 2) a Miami-Dade High School of Law Studies, Homeland Security and Forensic Science with classrooms, labs, locker rooms, dining area and administrative spaces. The Academy and the High School will share an Auditorium and Gymnasium. The Miami-Dade County Schools contribution to this project is defined in an Interlocal Development Agreement.

HD/NIB MOTION 07-50

A MOTION TO FUND THE COLLEGE OF POLICING.

MOVED: E. Broton

SECONDED: C. Matos

ABSENT: L. Cabrera, G. Reshefsky, J. Reyes, J. Solares, H. Willis

Note for the Record: Motion passed by unanimous vote of all Board Members present.

3. Lummus Park –Police Stables

Ola O. Aluko, CIP Director, requested that the item be pulled and brought back at a later date, if necessary. He stated that he will determine if the project change order will be funded with HD funds. If not, then the project will not be brought back before the Board.

UPDATES:

1. Dinner Key Mooring Anchorage Field Project

Stephen Bogner, Public Facilities, reported that the project entails the construction and installation of 225 moorings in the waters just offshore of Dinner Key Marina. The facility will be operated and managed by the City of Miami's Department of Public Facilities Marinas Division. Currently, engineering and permitting consultants in CIP are preparing construction documents for bid. The consultants are working to provide CIP with all of the information required to finalize 100 percent construction plans. The Department is working with the regulatory agencies on minor permit modifications and securing final Miami-Dade County DERM and City construction permits. No major problems are anticipated. City staff recently traveled to the municipally managed Boot Key Harbor Marina in Marathon, Florida to meet with their facility's staff and discuss startup and operational issues and tour the mooring field. Next, the Department hopes to finalize construction plans for bid and bid the project out by March 1, 2008. Construction is anticipated to begin by June 1, 2008. Construction completion is estimated for July 31, 2008, with the mooring field opening by September 1, 2008.

2. Fuel Dock At Dinner Key Marina

Ola O. Aluko, CIP Director, reported that the project is pretty much stalled mainly because of the waterfront master plan and other environmental issues that need to be ironed out. The design has been completed and the design drawings are being shelved for now. Once the Sasaki master plan is completed, the current design will be examined to determine if it is in conformance with the new master plan. If so, the project will be brought back and moved forward; if not, the necessary revisions will be made.

3. MiaMarina Pier 5 Dock Emergency Repairs

Stephen Bogner, Public Facilities, reported that the project is still an emergency after two-plus years. Bid documents are being prepared by consultants in the CIP Department to put the project out to bid. All of the regulatory agency permit approvals have been obtained. CIP is currently working on finalizing the City permit approvals. Next, construction plans will be finalized for bid and the project will be bid out by February 2008. Construction is anticipated to begin around April 1, 2008, with a completion date estimated for June 15, 2008.

4. Juan Pablo Duarte Park-Water Playground

Ed Blanco, Parks & Recreation Department, reported that a purchase order was issued May 2007, and the project is still in the design and permitting phase. There were concerns from the contractor this month that the soil at the park next to the recreation building is soft and they may have to excavate and put in new fill in order to complete the project.

5. West End Park-Water Playground

Ed Blanco, Parks & Recreation Department, reported that there has been no activity on the project because the funds are not available to work on this project. The Parks Department considers this an inactive project. Mr. Blanco requested that the project not be placed on future agendas for additional updates.

6. Riverside Park-Playground Equipment

Ed Blanco, Parks & Recreation Department, reported that the project is complete.

7. Virginia Key Beach Park Circulation Road & Parking Improvements

Ola O. Aluko, CIP Director, reported that the project is complete and is being utilized by the Trust and visitors to Virginia Key Beach. The project came in under budget.

8. Gibson Park Improvements Phase II

Andre Bryan, CIP Department, reported that the project consists of the remodeling of the pool bathhouse, construction of a multipurpose building and food preparation building. To date, the multipurpose building has been constructed. Also, the remodeling of the pool bathhouse was completed in time for the start of the 2007 Parks summer program. Currently, the food preparation building is under construction. The building is about 60 percent completed. Construction completion is anticipated for February 2008.

Ola O. Aluko, CIP Director stated that the City Manager obtained \$1.1 million out of the Sunshine State Loan proceeds to complete the project. There are talks about doing a new Gibson Park master plan, where additional elements may be added to the park, possibly building a new community room, reorienting the football and baseball field and reorienting the tot lots, and landscaping.

9. Athalie Range Park Swimming Pool Improvements

Carlos Vasquez, CIP Department, reported that the project is complete. Construction was completed on November 1 and the CO was obtained on the same.

Ola O. Aluko, CIP Director, stated that surplus funds from the project are being redirected to the soccer field project at the same park.

10. Simpson Park Wood Trail

David Mendez, Assistant Director, reported that the trail is not ADA compliant as planned. For that reason, the Department is not going to attempt to put in a trail. To put in a trail that would be ADA compliant would be cost prohibitive.

11. Black Police Precinct & Museum Restoration

Ola O. Aluko, CIP Director, reported that the project had serious challenges. The contractor had not performed. Three months ago, the Department realized that the contractor was not performing. The contractor has since fired all of his subcontractors, and new supervision was brought in. The contractor has brought in new people that have shown progress in the last month. The project will probably not be completed at the end of March or early April, as initially projected. The new estimated completion date is July or August 2008.

IV. CHAIRPERSON'S AGENDA:

- Annual Report

Chairman Flanders distributed the Board's annual report and requested that the board members review the report prior to the next board meeting.

V. ADDITIONAL ITEMS:

- Two Announcements from Ola O. Aluko, CIP Director

Ola O. Aluko, CIP Director, announced that Zimri Prendes will no longer be working with the CIP Department and that he will be missed.

Ola O. Aluko, CIP Director, introduced Bill Anido, the new Assistant City Manager, to the Board.

HD/NIB MOTION 07-51

A MOTION TO ADJOURN TODAY'S MEETING.

MOVED: M. Reyes

SECONDED: E. Broton

ABSENT: L. Cabrera, G. Reshefsky, J. Reyes, J. Solares, H. Willis

Note for the Record: Motion passed by unanimous vote of all Board Members present.



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 1/22/08 DISTRICT: 3
NAME OF PROJECT: ORANGE BOWL DEMOLITION
INITIATING DEPARTMENT/DIVISION: Capital Improvements Program
INITIATING CONTACT PERSON/CONTACT NUMBER: Daniel Newhoff (305) 579-6247
C.I.P. DEPARTMENT CONTACT: Ola O. Aluko (305) 416-1280
RESOLUTION NUMBER: CIP/PROJECT NUMBER: B-30153F

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes,
TOTAL DOLLAR AMOUNT: \$4,215,319 (\$11,811 is Homeland Defense)
SOURCE OF FUNDS: Orange Bowl Stadium Ramps & Improvements

If grant funded, is there a City match requirement? [] YES [] NO
AMOUNT: EXPIRATION DATE:
Are matching funds budgeted? [] YES [] NO Account Code(s):
Estimated Operations and Maintenance Budget

3. SCOPE OF PROJECT:
Individuals / Departments who provided input:
DESCRIPTION OF PROJECT: The scope encompasses full demolition of the Miami Orange Bowl Stadium and adjacent areas, including all ticket booths/turnstiles, within the limits of the inner compound (area within the interior perimeter fencing.) The extent of demolition takes in the entire structure, steel and concrete systems, down to all shallow foundations and pile caps. All other systems will be removed and underground utilities disconnected and capped in accordance with local, state and federal regulations. At the end, the site will be rough graded to existing elevations.

ADA Compliant? [] YES [] NO [] N/A
Approved by Audit Committee? [X] YES [] NO [] N/A DATE APPROVED: 1/15/08
Approved by Bond Oversight Board? [] YES [] NO [] N/A DATE APPROVED: 1/22/08
Approved by Commission? [] YES [] NO [] N/A DATE APPROVED:
Revisions to Original Scope? [] YES [] NO (If YES see Item 5 below)
Time Approval [] 6 months [] 12 months Date for next Oversight Board Update:

4. CONCEPTUAL COST ESTIMATE BREAKDOWN
Has a conceptual cost estimate been developed based upon the initial established scope? [] YES [] NO If yes,
DESIGN COST:
CONSTRUCTION COST:
Is conceptual estimate within project budget? [] YES [] NO
If not, have additional funds been identified? [] YES [] NO
Source(s) of additional funds:

Approved by Commission? [] YES [] NO [] N/A DATE APPROVED:
Approved by Bond Oversight Board? [] YES [] NO [] N/A DATE APPROVED:

5. REVISIONS TO ORIGINAL SCOPE
Individuals / Departments who provided input:
Justifications for change:
Description of change:

Fiscal Impact [] YES [] NO HOW MUCH?
Have additional funds been identified? [] YES [] NO
Source(s) of additional funds:

Time impact
Approved by Commission? [] YES [] NO [] N/A DATE APPROVED:
Approved by Bond Oversight Board? [] YES [] NO [] N/A DATE APPROVED:

6. COMMENTS:
APPROVAL: [Signature] DATE: 1/22/08
BOND OVERSIGHT BOARD



PROJECT ANALYSIS FORM

Capital Improvements & Transportation

CIP
 ROR/CIP

Date Prepared: 4-Jan-2008
 DRAFT VERSION ORIGINAL

PROGRAM: 325-Public Facilities AREA: 2-Recreation & Culture

PROJECT NAME: Orange Bowl Demolition	PROJECT NO: B-30153F
ADDRESS / LOCATION: 1601 NW 3rd Street	DISTRICT: 2
PROJECT TEAM: Vertical	PROJECT CONTRACTED COST: \$ 30,486.00
CATEGORY: Stadiums	PROJECT EST. COST: \$ 4,215,319.00
CLIENT DEPT: 35-Conf. Conv. & Public Facil.	CURRENT FUNDS: \$ 4,215,319.00
CLIENT CONTACT: Daniel Newhoff	TEL: (305) 579-6247
DESIGN MANAGER: Meredith Nation (CIP)	TEL: 305-416-1285
CONSTR. MANAGER: Meredith Nation (CIP)	TEL: 305-416-1285
EST. DESIGN START: 09/01/07	EST. BID ADV.: 12/01/07
EST. DESIGN END: 11/30/07	EST. AWARD DATE:
	EST. CONSTRUCTION START: 01/01/08
	EST. CONSTRUCTION END: 05/01/08
	FUTURE FUNDS:
	FUND SHORTFALL:
	PROCUREMENT: Conventional

PROJECT ESTIMATED AND ACTUAL COSTS

PRODUCTION PHASE (3-DES)		CODE	% of Const	Estimated Design	% of Const	Contracted Design
Prime Consultant: 2989 Professional Engineering & Inspect						
1	Outside Consultant - Prime Basic Design Fee	1.01	2.0%	\$ 80,000.00		
2	CIP - Production Management	1.04	1.1%	\$ 41,522.90		
3						
PRODUCTION TOTALS				Estimated		Contracted
				\$ 121,522.90	\$	30,486.00

CONSTRUCTION PHASE (4-CON)		CODE	Estimated Construction by PM		Contracted Construction (Formal Bid, Informal Bid or JOC Method)	
Prime Contractor: 0000 To be Assigned						
1	Construction Cost (Prime Contractor)	2	91%	\$ 3,600,000.00		
2	Construction Contingency Allowance	2	9%	\$ 353,540.70		
3						
CONSTRUCTION TOTALS				Estimated		Contracted
				\$ 3,953,540.70	\$	

CONSTRUCTION ADMINISTRATION (8-CEO)		CODE	Estimated CEO		Contracted CEO	
1	Construction Engineering Observation (CEO) Consultant	3.01	2.5%	\$ 97,753.76		
2	Construction Engineering Observation CIP/Transportation	3.02				
3	JOC Administration - The Gordian Group (Always 1.5%)	3.03				
4						
CONSTRUCTION ADMINISTRATION TOTALS				Estimated		Contracted
				\$ 97,753.76	\$	

ADMINISTRATIVE EXPENSES (6-ADM)		CODE	Estimated ADMIN		Contracted ADMIN	
1	CIP Department (Mgmt./Budget/Procurement/Comm.)	4	1.1%	\$ 42,501.64		
2						
ADMINISTRATIVE EXPENSES TOTALS				Estimated		Contracted
				\$ 42,501.64	\$	

ADDITIONAL PROJECT TASKS		CODE	Estimated TASKS		Contracted TASKS	
1						
ADDITIONAL PROJECT TASKS TOTALS				Estimated		Contracted

B-30153F	PROJECT GRAND TOTAL	Estimated	Contracted
		\$ 4,215,319.00	\$ 30,486.00

PROJECT SCOPE

The scope encompasses full demolition of the Miami Orange Bowl Stadium and adjacent areas, including all ticket booths/ turnstiles, within the limits of the inner compound (area within the interior perimeter fencing.) The extent of demolition takes in the entire structure, steel and concrete systems, down to all shallow foundations and pile caps. All other systems will be removed and underground utilities disconnected and capped in accordance with local, state and federal regulations. At the end, the site will be rough graded to existing elevations.

Operating Cost Associated with Project:	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
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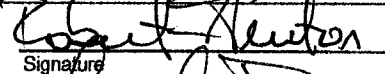

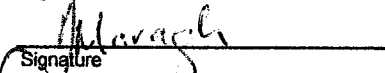
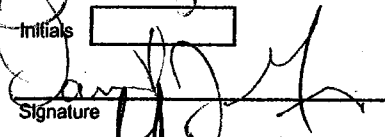
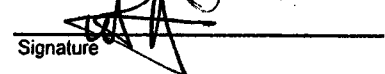
Notes

Sample building materials for possible asbestos content; collect samples & perform testing; Report of findings will be done by a Environmental / Coastal

FUND SOURCES

AWARD NAME AND NUMBER		AVAILABLE	FUTURE
385200-1 2002 Homeland Defense Bonds (Seric 324002 Orange Bowl Stadium Impr		\$ 11,811.00	
888955 MSEA Contribution to Capital	324002 Orange Bowl Stadium Impr	\$ 2,700,000.00	
383004 Miami CDT	324002 Orange Bowl Stadium Impr	\$ 1,503,508.00	
B-30153F FUND GRAND TOTAL		ACTUAL \$ 4,215,319.00	PROJECTED

VALIDATION

Initiated by: Mercedith Nation Robert Fenton  Date: 1-11-08
 Project Manager
 Approved by: Marcel Douge  Date: 1.11.08
 Senior Project Manager
 Reviewed by: _____
 Senior Project Manager
 Signature _____
 Reviewed by: Yvette Maragh  Date: 1/11/08
 CIP Budget Administrator
 Signature _____
 Verified by: Edwige De Crumpe / Program Controls Staff
 Initials
 Accepted by: David Mendez  Date: 1/11/08
 Assistant Director: Capital Improvements
 Signature _____
 Approved by: Ola Aluko  Date: 1/11/08
 Director: Capital Improvements
 Signature _____
 ORIGINAL TO: Melanie Whitaker / 10th Floor South Conference Room Initials

Notes

Receipt of PAF by Danette Perez - CIP Public Relations Coordinator
Project MUST be Presented to the Bond Oversight Board Date Received / Signature or Initials 1/11/08 

Executed PAF MUST be electronically distributed to the following individuals:
 Director of the Client Department, Yvette Maragh, Edwige De Crumpe, Senior Project Manager and Project Manager.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 1/22/08 DISTRICT: 2
 NAME OF PROJECT: **ADDITIONAL SERVICES TO THE MUSEUM PARK MASTER PLAN SCOPE OF WORK AND FEES**
 INITIATING DEPARTMENT/DIVISION: **Planning and Capital Improvements Program**
 INITIATING CONTACT PERSON/CONTACT NUMBER: John De Pazos (305) 416-1094
 C.I.P. DEPARTMENT CONTACT: Ola O. Aluko (305) 416-1280
 RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: B-30538

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$1,585,000 (Additional services totaling \$185,005 and from this amount \$100,000 is Homeland Defense)
 SOURCE OF FUNDS: Bicentennial Park Improvements

If grant funded, is there a City match requirement? YES NO
 AMOUNT: _____ EXPIRATION DATE: _____
 Are matching funds budgeted? YES NO Account Code(s): _____
 Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:
 Individuals / Departments who provided input: _____
 DESCRIPTION OF PROJECT: This is a professional services agreement with Cooper Robertson and Partners to provide a master plan for the Bicentennial Park "Muscum Park Miami" master plan. The project consists of construction of a multi-use park with restaurant, underground parking, and museums sites (Funding for re-platting of site only).

ADA Compliant? YES NO N/A
 Approved by Audit Committee? YES NO N/A DATE APPROVED: 1/15/08
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 1/22/08
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Revisions to Original Scope? YES NO (If YES see Item 5 below)
 Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN
 Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
 DESIGN COST: _____
 CONSTRUCTION COST: _____
 Is conceptual estimate within project budget? YES NO
 If not, have additional funds been identified? YES NO
 Source(s) of additional funds: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE
 Individuals / Departments who provided input: _____
 Justifications for change: _____
 Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____
 Have additional funds been identified? YES NO
 Source(s) of additional funds: _____

Time impact _____
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS: _____

APPROVAL:  DATE: 1/22/08
 BOND OVERSIGHT BOARD



AGENDA ITEM SUMMARY FORM

FILE ID: 08-00013

Date: 12/19/2007

Requesting Department: Planning

Commission Meeting Date: 1/10/2007

District Impacted: 2

Type: Resolution Ordinance Emergency Ordinance Discussion Item

Other _____

Subject: Additional services to the Museum Park Master Plan Scope of Work and Fees.

Purpose of Item:

Resolution authorizing an increase in the amount of the negotiated professional services agreement with Cooper Robertson and Partners LLP for additional services required for the Master Planning to the Museum Park Project. Increasing the total by \$185,005.00 to an amount not to exceed \$1,585,000.00, authorizing the City Manager to execute an amendment to the agreement in substantially the attached form.

Background Information:

The City of Miami entered an "agreement" with Cooper Rbertson and Partners to develop a master plan for Museum Park pursuant to resolution 05-0113 on February 24, 2005, amended by resolution 06-0082 adopted on February 9, 2006 for an amount not to exceed \$1,399,995. Additional services needed to complete the project requires an increase of the amount from \$1,399,995 to an amount not to exceed to \$1,585,000. Eighty Five Thousand Five Dollars (\$85,000.00 from account 00001.351000.53100 and One Hundred Thousand Dollars (\$100,000.00 from CIP Project No. B30538

Budget Impact Analysis

NO Is this item related to revenue?

YES Is this item an expenditure? If so, please identify funding source below.

General Account No: 00001.351000.531000

Special Revenue Account No: _____

CIP Project No: B30538

NO Is this item funded by Homeland Defense/Neighborhood Improvement Bonds?

Start Up Capital Cost: \$0.00

Maintenance Cost: \$0.00

Total Fiscal Impact: \$0.00

Final Approvals

(SIGN AND DATE)

CIP [Signature] 1/2/08
If using or receiving capital funds
Grants _____

Budget [Signature] 1/2/08

Risk Management [Signature] 1/2/08

Purchasing [Signature]

Dept. Director [Signature]

Chief _____

City Manager [Signature] 1/2/08



COMPOSITE EXHIBIT "A"

Inclusive of: Copies of Original Agreement w/ attachments
Copies of First Amendment w/ attachments





City of Miami

City Hall
3500 Pan American Drive
Miami, FL 33133
www.ci.miami.fl.us

Text File Report

File ID: 05-00087

Type: Resolution

Status: Passed

Enactment #: R-05-0113

Enactment Date: 2/24/05

Version: 1

Introduced: 1/31/05

Controlling Body: Office of the City Clerk

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE A NEGOTIATED PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, WITH COOPER, ROBERTSON AND PARTNERS, TO PROVIDE A MASTER PLAN FOR THE MUSEUM OF SCIENCE (B30169) AND THE MIAMI ART MUSEUM (B30170), COLLECTIVELY KNOWN AS BICENTENNIAL PARK "MUSEUM PARK MIAMI" MASTER PLAN, IN THE AMOUNT NOT TO EXCEED \$1,344,455, FOR THE CONTRACT COSTS AND AN AMOUNT NOT TO EXCEED \$55,545, FOR ADDITIONAL COSTS INCURRED BY THE CITY OF MIAMI FOR SAID PROJECT; ALLOCATING FUNDS IN THE AMOUNT NOT TO EXCEED \$650,000, FROM CAPITAL IMPROVEMENTS PROJECT ("CIP") NO. 333143, THE AMOUNT NOT TO EXCEED \$650,000, FROM CIP NO. 333144 AND THE AMOUNT NOT TO EXCEED \$100,000, FROM AVAILABLE SOURCES TO BE IDENTIFIED BY THE CITY MANAGER AND REPORTED TO THE CITY COMMISSION NO LATER THAN MARCH 24, 2005.

WHEREAS, the City of Miami ("City") held a charrette and numerous public meetings regarding the future of Bicentennial Park and in July, 2000, the trustees of the Miami Art Museum and Miami Museum of Science adopted a joint resolution establishing the collaborative goal of creating "Museum Park Miami" in Bicentennial Park; and

WHEREAS, Request for Qualifications ("RFQ") No. 03-04-022 was issued to secure a multi-disciplinary team of consultants with demonstrated experience in waterfront landscape architecture and urban design to create a Master Plan for Bicentennial Park "Museum Park Miami," for the Office of the City Manager; and

WHEREAS, ten (10) proposals were received and evaluated by the Evaluation Committee, and short listed to four (4) proposers for oral presentations; and

WHEREAS, following oral presentations, the Evaluation Committee recommended that the City negotiate a Professional Services Agreement ("Agreement") with the top-ranked firm, Cooper, Robertson and Partners, and should negotiations fail, to negotiate with the second-ranked firm, EDAW, Inc.; and

WHEREAS, should negotiations fail with the top two-ranked firms, the Evaluation Committee will reconvene to determine its recommendation regarding the firm ranked third (Hargreaves Associates); and

WHEREAS, pursuant to Resolution No. 04-0344, adopted May 27, 2004, the City Commission accepted the recommendation of the City Manager approving the findings of the Evaluation Committee, pursuant to RFQ No. 03-04-022,

exceed \$100,000, from available sources to be identified by the City Manager and reported to the City Commission no later than March 24, 2005.

Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. (2)

SERVICES AGREEMENT
OR
PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this 4 day of APRIL, 2005 (but effective as of 4/4/05 ("effective date")) by and between the City of Miami, a municipal corporation of the State of Florida ("City") and Cooper, Robertson & Partners LLP ("Provider").

RECITALS:

- A. The City is in need of a qualified professional(s) to prepare a Master Plan for Bicentennial Park / Museum Park for its Department of Planning and Zoning to support the implementation of the Bicentennial Park: Becoming Miami's Premier Park Conceptual Study ("Study").
- B. Provider possesses all necessary qualifications and expertise to perform the Services.
- C. The City wishes to engage the services of Provider, and Provider wishes to perform the services for the City.
- D. The Commission of the City of Miami, by Resolution No. 04-0344 adopted on May 27, 2004, authorized the City Manager to execute a contract with Provider under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Provider and the City agree as follows:

TERMS:

1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. **TERM:** The term of this Agreement shall commence on the effective date and shall terminate twelve months after the effective date. The term of the Agreement may be extended by written agreement of the City and Provider.

3. **SCOPE OF SERVICE:**

A. Provider agrees to provide the Services as specifically described, and subject to the special terms and conditions set forth in Exhibit "A" hereto, which by this reference is incorporated into and made a part of this Agreement.

B. Provider represents to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City, including payment of permits fees, occupational licenses, etc., nor in the performance of any obligations to the City, (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Exhibit "A".

4. **COMPENSATION:**

A. The amount of compensation payable by the City to Provider shall be based on the fees, rates and schedules described in Exhibit "B" hereto, which by this reference is incorporated into this Agreement; provided, however, that in no event shall the total amount of compensation for the Scope of Services referenced in Exhibit "A" exceed \$ 1,334,455. Absent an amendment to this Agreement, additional services are not included in this compensation and shall only be provided upon a written amendment entered into by the City and Provider. The City shall not be liable for any costs, fees, expenses or charges beyond the total amount of compensation specified in this subsection for the Scope of Services referenced in Exhibit "A."

B. Unless otherwise specifically provided in Exhibit "B", payment shall be made within thirty (30) days after receipt of Provider's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should the City

require one to be performed. Invoices shall be sufficiently detailed so as to comply with the "Florida Prompt Payment Act", §218.70. - 218.79, Florida Statutes.

5. **OWNERSHIP OF DOCUMENTS:** Provider understands and agrees that any information, document, report or any other material whatsoever ("Information") which is given by the City to Provider, or which is otherwise obtained by Provider pursuant to or under the terms of this Agreement, with the exception of public Information and Information obtained from Provider itself and its sub consultants, is and shall at all times remain the property of the City. Provider agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City Manager, which may be withheld or conditioned by the City Manger in his sole discretion.

6. **AUDIT RIGHTS:** The City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by the City to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Provider's performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

7. **AWARD OF AGREEMENT:** Provider represents to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8. **PUBLIC RECORDS:** Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable laws. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the City.

9. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** Provider

understands that agreements with local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. City and Provider agree to comply with and observe all such applicable federal, state and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

10. **INDEMNIFICATION:** Provider shall indemnify, defend and hold harmless the City and

its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property to the extent such Liabilities are caused by (i) the negligent performance or non-performance of the services contemplated by this Agreement (whether active or passive) of Provider or its employees, agents or subcontractors (collectively referred to as "Provider") or (ii) the failure of the Provider to comply materially with any of the paragraphs herein or the failure of the Provider to conform materially to statutes, ordinances, or other regulations or requirements of any governmental authority, local, federal or state, in connection with the performance of this Agreement. Provider expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its subcontractors, as provided above, for which the Provider's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. Provider's obligation to defend and indemnify the Indemnities shall be limited to Provider's available insurance coverage for such defense and indemnification obligations and shall survive the cancellation of this Agreement. This section shall be interpreted to comply with §725.08, Florida Statutes. The Provider shall, if permitted by its insurance carrier at a reasonable cost, add the City of Miami as an additional insured to its general liability policy.

11. **DEFAULT:** If Provider fails to comply materially with any term or condition of this Agreement, or fails to perform in any material way any of its obligations hereunder, and fails to cure such failure after reasonable notice from the City, then Provider shall be in default. Upon the occurrence of a default hereunder the City Manager, in addition to all remedies available to it by law, may immediately, upon written notice to Provider, terminate this Agreement. All payments, advances, or other compensation paid by the City to Provider for services rendered by Provider after receipt of such termination notice, shall be immediately returned to the City. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to the City for all expenses incurred by the City in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by the City in the procurement of the Services.

12. **RESOLUTION OF CONTRACT DISPUTES:** Provider understands and agrees that all disputes between Provider and the City based upon an alleged violation of the terms of this Agreement by the City shall be submitted to the City Manager for his/her resolution, prior to Provider being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds \$25,000 the City Manager's decision shall be approved or disapproved by the City Commission. Provider shall not be entitled to seek judicial relief unless: (i) it has first received City Manager's written decision, approved by the City Commission if the amount of compensation hereunder exceeds \$25,000 or (ii) a period of sixty (60) days has expired, after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation (90 days if

City Manager's decision is subject to City Commission approval); or (iii) City has waived compliance with the procedure set forth in this section by written instruments, signed by the City Manager.

13. CITY'S TERMINATION RIGHTS:

A. The City, acting by and through its City Manager, shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, the City shall pay to Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall the City be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. The City Manager shall have the right to terminate this Agreement, without notice or liability to Provider, upon the occurrence of an event of a material default hereunder. In such event, the City shall not be obligated to pay any amounts to Provider for services rendered by Provider after Provider's receipt of the notice of termination.

14. INSURANCE: Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by the City as of the effective date of this Agreement. All such insurance, including renewals, shall be subject to the approval of the City for adequacy of protection and evidence of such coverage shall be furnished to the City Risk Manager on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of the services under this contract without thirty (30) calendar days prior written notice to the City Risk Manager. Completed Certificates of Insurance shall be filed with the City prior to the performance of services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with the City.

If, in the reasonable judgment of the City, prevailing conditions in the insurance marketplace warrant the provision by Provider of additional One Million Dollars (\$1,000,000) of professional liability insurance coverage, the City reserves the right to require the provision by Provider of up to such additional amount of professional liability coverage, and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Provider shall pay one half (1/2) the cost of such additional insurance. The City shall pay the balance of the costs associated with such additional insurance. Should the Provider fail or refuse to satisfy the requirement of additional coverage within thirty (30) days following the City's written notice, this Contract shall be considered terminated on the date the required change in policy coverage would otherwise take effect.

15. **NONDISCRIMINATION:** Provider represents to the City that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

16. **MINORITY AND WOMEN BUSINESS AFFAIRS AND PROCUREMENT PROGRAM:**

The City has established a Minority and Women Business Affairs and Procurement Program (the "M/WBE Program") designed to increase the volume of City procurement and contracts with Blacks, Hispanic and Women-owned business. The M/WBE Program is found in Ordinance No. 10062, a copy of which has been delivered to, and receipt of which is hereby acknowledged by, Provider. Provider understands and agrees that the City shall have the right to terminate and cancel this Agreement, without notice or penalty to the City, and to eliminate Provider from consideration and participation in future City contracts if Provider, in the preparation and/or submission of the Proposal,

submitted false or misleading information as to its status as Black, Hispanic and/or Women owned business and/or the quality and/or type of minority or women owned business participation.

17. **ASSIGNMENT:** This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of the City's, which may be withheld or conditioned, in the City's sole discretion. Provider may not change or replace sub-contractors performing work under the Scope of Services identified in Exhibit "A" without the prior written consent from the City Manager.

18. **NOTICES:** All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO PROVIDER:

Alexander Cooper, FAIA, Partner
Cooper, Robertson & Partners
311 West 43rd Street
New York, New York 10036
(212) 247-1717

TO THE CITY:

Joe Arriola, City Manager
City Manager's Office
444 SW 2nd Avenue, 10th Floor
Miami, FL 33130
305 416-1025

With Copies to:

Jorge Fernandez,
City Attorney
Law Department
444 SW 2nd Avenue 9th Fl.
Miami, FL 33130
305.416-1900

Ana Gelabert-Sanchez
Director
Department of Planning
444 SW 2nd Avenue 3rd Fl.
Miami, FL 33130
305.416-1470

19. **MISCELLANEOUS PROVISIONS:**

A. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the parties shall be in Miami-Dade County, Florida. Each party shall bear its own attorney's fees.

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

E. Provider shall comply with all applicable laws, rules and regulations in the performance of this Agreement, including but not limited to licensure, and certifications required by law for professional service providers.

F. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

20. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

21. **INDEPENDENT CONTRACTOR:** Provider has been procured and is being engaged to provide services to the City as an independent contractor, and not as an agent or employee of the

City. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees. Provider further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering services to the City under this Agreement.

22. **CONTINGENCY CLAUSE:** Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

23. **ENTIRE AGREEMENT:** This instrument and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

24. **COUNTERPARTS:** This Agreement may be executed in three or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

25. **SPECIAL INSURANCE AND INDEMNIFICATION RIDER:** Please initial if applicable:

yes no

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

"City"

CITY OF MIAMI, a municipal corporation

By: [Signature]
Joe Arriola, City Manager

ATTEST:

[Signature]
Priscilla A. Thompson, City Clerk

"Provider"

Alexander Cooper, FAIA, Partner
Cooper, Robertson & Partners

ATTEST:

[Signature]
Print Name: MICHAEL J. JARVIS
Title: ACCOUNTANT

By: [Signature]
Print Name: ALEX COOPER
Title: PARTNER

(Corporate Seal)

(Authorized Corporate Officer)

APPROVED AS TO FORM AND CORRECTNESS:

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]
Jorge L. Fernandez
City Attorney

APPROVED [Signature]
Dania F. Carrillo
Administrator
Risk Management

EXHIBIT A - SCOPE OF SERVICES

The project is divided into two phases following the major tasks set out in RFQ#03-04-022, Addendum No.1, and discussions with the City of Miami. Following the two-phase work plan outlined below, the 11 month work schedule is divided into the following:

Phase 1 - Master Plan, Schematic Design	7 months
Phase 2 - Design Development	4 months

An outline schedule follows:

Phase 1 - Master Plan, Schematic Design

Month 1	Master Plan – Kick-Off, Mobilization, Analysis progress
Month 2	Master Plan – Analysis Findings, Design Principles
Month 3	Master Plan – 50% Options, MMA, MMS&P siting options
Month 4	Master Plan – Agree preferred Option, commence Plan
Month 5	Master Plan – final Plan
Month 6	Schematic Design 50% package
Month 7	Schematic Design 100% package

Phase 2 - Design Development

Month 8	Design Development progress
Month 9	Design Development 70% package
Month 10	Design Development, Design Guidelines MMA, MMS&P
Month 11	Design Development 100% package

It is proposed that specific meeting dates and target deadlines are fixed in the Kick-Off meeting.

Our services will be provided, in part, directly by us and, in part, by our sub consultants. We will present a list of the sub consultants we intend to use for this project upon request by the City.

General Conditions

The starting point for scope and program is RFQ #03-04-022 *Master Plan for Bicentennial Park "Museum Park Miami"* and the *Report Bicentennial Park Becoming Miami's Premier Park*, City of Miami, May 2001. The following general conditions have been drawn from these and additional detailed assumptions as described in subsequent sections of this Exhibit A.

Our basic services ("Scope of Services"), as defined in this Exhibit A, and our compensation for these services, as set forth in Exhibit B, are subject to the terms, conditions and assumptions in this Exhibit A. Our services include only those to be provided by us, and not those of the

City or any third party. If these terms, conditions or assumptions change for reasons not caused by us, and, as a result, we are required to perform additional services, we will be entitled to be compensated for Additional Services in accordance with Exhibit B.

- Day-to-day administration will be through the City's Department of Planning or another City section. As noted above, the City should assign a Project Manager as our day-to-day point of contact. The necessary public steps needed to move from a vision to a detailed master plan and developed design for the park will be administered and managed by the Department.
 - The City will approve an outline written Park Program of Requirements for the Park in the Master Plan, Analysis phase. The program direction is fixed and that final definition of the program will occur in a working session with the City in the context of which the program will be agreed.
 - The RFQ calls for planning and design development of 'compatible Park amenities for visitors'. The vision plan calls for up to four structures: a Community Hall, a Restaurant, a Pavilion, and a Public Overlook. For the purposes of this proposal, the following program assumptions have been made as regards the level of program and building complexity:
 - Community Hall: partially enclosed 1-story, 5,000-6,000 gsf structure, housing public uses such as public toilets, information boards, minor storage, equipment hire, ticket concessions office, etc.
 - Restaurant: 1-story, approximately 5,000 gsf, enclosed structure; the kitchen is assumed to be designed by others during project implementation.
 - Pavilion: 1 story open structure, approximately 4,000-5,000 gsf
 - Public Overlook: 1 story, open structure, approximately 1,000-2,000 gsf
- As part of the confirmation of the Park Program of Requirements, the City will need to determine which if any of these park structures are retained.
- Preliminary program information for MAM and MMS&P sufficient to commence site planning will be provided during the Master Plan/Schematic Design, Analysis phase. This information will be developed during analysis and evaluation sessions with the individual museums as led by CRP and will set out operational and area assumptions to full build out – even if a phased building program is anticipated for the museums -, collection strategies, educational programs, service requirements, and outdoor program areas. Additional program detail would be required at the beginning of the design guidelines phase.
 - The sites identified for MAM and MMS&P will be designed as interim landscapes in this phase assuming their phased implementation so that the site works as a whole from the opening of the Park.
 - There is to be no building development around the FEC Slip.
 - The transient yacht and mega-yacht marina considered for the north-east corner of the park in the "Bicentennial Park" report is not part of the program.
 - No structured above or below ground parking is to be considered for the park.
 - Parking generation for the site will be analyzed in the phase one. Parking generation from the museum sites is to be assessed in relation to their program and internal access and service road capacity and only be considered to a master plan level within the museum sites.
 - The City of Miami will provide to the consultant team courier and express delivery services.

- The City of Miami will provide to the consultant team reproduction services including printing, scanning, and plotting suitable for large-format, color, high resolution (600dpi) plots.

Process

The Bicentennial Park Charrette established a sound beginning from which the next phase of planning, design, and development efforts can proceed in the creation of Museum Park Miami. The City will assign an experienced City Project Manager to the project to ensure day-to-day administration. To ensure an efficient, comprehensive, but not overly-burdened process, and in order to meet the schedule, a three-tiered approach for interfacing with institutions, agencies, and the public will be adopted as established by the City.

Policy Makers

At one tier, we recommend establishing a policy making committee composed of decision makers from the affected agencies and institutions. This body will serve as the 'Client' and should include director-level representation with decision-making responsibility from the key public stakeholders in the project, including City agencies, Miami Art Museum (MAM), Miami Museum of Science & Planetarium (MMS&P), and Miami Dade County.

Presentations/work sessions will be held with this committee throughout the project with a key focus in the Master Plan/Schematic Design phase in setting project direction and reviewing and agreeing on design options. If required, and in order to minimize travel time and costs, presentations to the City Commission are assumed to occur on days already scheduled for meeting with the Policy Makers.

Technical Working Group

Technical advice will be coordinated through a technical working group established as the second tier with representatives from the affected public entities directly responsible for the approval, implementation, and ongoing operation of Museum Park Miami.

From preliminary discussions with the City, we understand this group will likely include the following Departments: Planning, Public Works, Transportation and CIP, Parks; and Boards: City Commission, Waterfront Advisory, Parks Advisory, PAB, WASA, Community Redevelopment Agency, Downtown Development Agency.

This group will have a role throughout the project: in the Master Plan/Schematic Design phase identifying issues, commenting on options, reviewing and commenting on physical design in the Design Development phase, regulatory, operational, and maintenance issues. The Technical Working Group should be composed of senior representatives from the affected entities and must be individuals with the ability to make decisions in the context of working meetings with the consultant team.

We will meet with this group on five occasions: twice in the Master Plan/Schematic Design phase (stakeholder interviews, options review as part of Public Meeting #2), once in the Schematic Design phase and twice in the Design Development phase.

Membership and responsibilities for the different City project committees should be established in the Kick-Off stage of the project.

i:

Community Involvement

The Bicentennial Park Charrette provided the substantive context for community comment and reaction to ideas for changes to this important place. It established the program direction for the public park appropriate to initiate the current master plan and design efforts to redevelop Bicentennial Park as a cultural park. Subsequent community meetings should focus on moving beyond the program elements fixed in that earlier process to design principles to guide physical planning and design. RFP Addendum No. 1 (1/26/04) suggested there be up to three community meetings. We will work with the City to determine the appropriate timing for these meetings, and as a first approach we suggest they occur during Phase I at the end of the analysis and master plan phases and at the end of Schematic Design. It would also be appropriate and we have planned to meet with the community in the Design Development phase.

all:

Phase 1. - Master Plan, Schematic Design

PI

1.1. Master Plan

To ensure the project meets the schedule, the Master Plan phase will need to be complete in the first five months. In this phase we establish a plan to guide the subsequent schematic design and design development efforts. By early reviewing key issues and design problems, and reaching consensus with public entities and the public at large on key physical design principles, the subsequent design phases and museum guidelines can proceed. Work will proceed in the context of an understanding of flood zones and FEMA regulations.

Tasks include:

1.1.1 - Kick-Off/Discovery

- Kick-Off meeting: Meet with the City, MAM, MMS&P and key public stakeholders to affirm work plan, schedule, and identify key contacts and communication means, and establish the Policy Steering and Technical working groups.
- Confirm programs and budget

1.1.2. - Analysis

- Document review and analysis.
- Analyze existing studies and plans as provided by the City. Summarize key findings and identify areas where the analyses and data need to be updated and refined in all areas including transportation, infrastructure and marine. This will include updates on key context work including the seawall improvements and Biscayne Boulevard.
- Assemble relevant data regarding the site and surrounding area, traffic and access, transit, planned capital improvements, planning policy, neighborhood conditions, and existing zoning regulations.
- Compilation of initial base plan information and identification of additional information as needed.
- Stakeholder interviews by phone.

- Urban design and open space analysis, including such issues as: Neighborhoods; Views, vistas, and visual landmarks; Access, connections, circulation: vehicular (visitor, service, emergency), metro-mover, pedestrian, bicycles, service, water side; Open space; Ecology and micro-climate; Plant types.
- Transportation analysis: Develop transportation library for the area. This will include proposed roadway plans, existing traffic studies in the area, existing traffic counts, redevelopment projects in the area, available public parking within a five minute walking distance of the site, pedestrian/bicycle plans, planned capital improvements, Metromover/Baylink plans, and the like. The library will include both short-term and long-term projects contemplated by the agencies; Determine existing traffic conditions adjacent to the site, including: bus routes, bus stops, roadway lane designations, traffic signal locations, traffic signal pedestrian features, designated bicycle routes, and update available data on locations of on-street parking through windshield surveys; Inventory existing Metromover conditions, stations locations, and ridership information; Undertake preliminary site and transportation analysis and frame the transportation related issues for the project. This will include access for vehicles (visitor, emergency, and service), pedestrians, transit, and bicycles.
- Determine preliminary traffic impacts to Biscayne Boulevard based on the project's development program. Traffic counts from existing studies in the area will be used. The study hour will be a typical weekday during the pm peak hour. This coincides with existing traffic analyses prepared for the area. Project traffic will be assigned to the proposed driveways and distribution to the roadway network using the MUATS model cardinal distribution.
- Museums analysis including review of program development and evaluation of site capacity, exhibition strategies, educational programs, servicing and phasing for MAM and MMS&P
- Bay front analysis, including impact of current seawall improvements; opportunities and constraints. We will compile available data relating to marine structural and environmental conditions with the Project area, including site surveys, permits, and site improvements in progress.
- **Economic analysis: review of Site and Museum Analyses, including review the physical analyses of the park land and the plans for museum relocation and expansion in the park in order to understand the programming context.**
- Public Meeting #1 Analysis, Goals, Design Principles.
- Agree Design Principles

1.1.3. - Options

- Develop options for park design (landscape, structures, access roads, parking, and marine project elements).
- Develop options for siting MAM and MMS&P
- Design team work session: Coordinate Museums and Park schematic design options. Evaluate economic/ neighborhood impacts to options.
- Preparation of presentation materials for Public Meeting.
- Review of options with Policy Steering Committee.
- Work session with the Technical Committee to be part of Public Meeting #2.
- Agree preferred Option

1.1.4. - Plan

- Development of preferred option into final Master Plan package.
- **Public Meeting and Private Stakeholder Session - establish baseline parameters within which economic recommendations will take place and ensure the development of commercial programming that is in keeping with the cultural vision and community expectations; complete a memo for inclusion in the Master Plan that lays out the principles that will guide economic evaluation including the relationship of revenue generating activities to the overall park operating budget.**
- Working session with Policy Makers.
- Production of presentation materials for Public Meeting.
- Public Meeting #2 Plan.
- Approve Master Plan.

Deliverables

- The Master Plan package includes analysis, options, and plan drawings (in CAD and hand drawn on yellow trace), photographs, and written materials as appropriate to the task; three public meetings; all products provided digitally. A physical study model will be built.

1.2. Schematic Design

In this sub phase we build on the work of the master plan including initial preparation of urban design guidelines for the two museum sites, coordination with DOT and Dade County agencies for improvements to Biscayne Boulevard, the Dade County pump station, and improvements to the sea wall.

Connectivity between the surrounding neighborhoods and the park will be considered in detail as will parking, traffic modifications, in-ground infrastructure, and programming and planning for bayside activities in the FEC Slip and the Bay

The overall schematic design package for the park as well as specific places will proceed guided by the Program of Requirements, Design Principles, and Master Plan developed in the first phase.

We will begin preparation of urban design guidelines for MAM and MMS&P in consultation with the museums. We will continue to review governance/operational structures.

The economic study will continue with an evaluation of park activities consistent with the principles and vision articulated in the master plan to determine their feasibility in the Miami marketplace. Based upon the uses identified above, we will examine the economic performance of comparable activities in similar contexts and estimate the net revenue potential for each viable activity. Scenarios will be developed that allow the City to weigh trade-offs (if any) between revenue production and other programming priorities, i.e.

cultural and recreational uses. One scenario might emphasize commercial activities, for example, while another might give preference to community needs as expressed in public meetings. Program options for the restaurant will be considered.

Water color renderings of the overall plan and one or two key elements will be prepared at the end of this sub phase to illustrate the design intent.

A schematic level cost estimate of the park and infrastructure improvements will be prepared. The estimate will exclude the MAM and MMS&P buildings as well as improvements proposed outside of the project boundary as part of the Biscayne Boulevard Sidewalk Widening Project.

Other tasks include:

- Design Team Work Session: refine preferred option based on public meeting, stakeholder comments, museum needs, and economic analysis.
- Prepare Schematic Design package.
- Transportation/parking: develop off-site roadway/access/pedestrian lanes that meet local agency standards; develop schematics for internal roadway system and access points; develop modifications to the existing and proposed transportation system to support the project.
- Update and refine parking master plan concepts.
- Marine engineering: schematic design sketches.
- Develop proposed enhancements to Dade county pump station and its setting.
- Water plan, including and proposed modifications to the FEC Slip and bayfront.
- We will move from site planning to the preparation of urban design guidelines for MAM and MMS&P in consultation with the museums. The guidelines will include the following: parcel boundary, landscape zone, allowable building zone, easement/service, entries, build-to lines as appropriate, heights.
- Review governance/operational scenarios taking into account roles and responsibilities of the City, MAM, MMS&P, and Miami Dade County.
- Refine Schematic design drawings
- Finalize Schematic Design Package.
- Schematic design cost estimate.
- Water color renderings: overall master plan, vignette(s) of one or two key design elements.
- Approve Schematic Design.

Deliverables

Schematic Design drawings and cost estimates. Drawings, studies and sketches at various scales (in Auto CAD 2004 or hand drawn on yellow trace utilizing CAD base drawings when appropriate). Hand sketches will be scanned and models will be photographed; all products will be provided digitally. The physical study model will be used to study the evolving park design and bulk alternatives for the museums.

Phase 1 client meeting days in Miami: 9

- 1) Kick Off Meeting: confirm assumptions, confirm programs and budget
- 2) Work session with Policy Makers
- 3) Community Meeting #1: Analysis conclusions, agree Design Principles

- 4) Work session with Policy Makers/Technical Working Group
- 5) Community Meeting #2: Master Plan direction
- 6) Working Session: Policy Makers/Technical Working Group: design, governance, museum guidelines.
- 7) Working Session: Technical Working Group
- 8) Community Meeting #3
- 9) Policy Makers, City Commission: Schematic Design package

The above meeting topics are to be confirmed.

Phase 2 - Design Development

In the second phase, we will prepare design development documents based on the approved schematic design. We will finalize urban design guidelines for MAM and MMS&P.

Infrastructure planning - including site grading and drainage, emergency power services, utilities, and event infrastructure - will be coordinated with the developed design.

We will finalize review of the revenue generating opportunities in the park based on the approved schematic design with the following steps: Testing of Programming Scenarios Against Operating Costs for Park: Revenue estimates will be developed for each scenario and measured against estimated operating costs for the park. This exercise will allow the city to evaluate the cost implications of a particular set of park uses and implications for the operating gap (i.e. subsidy required); Memorandum on Preferred Program and Revenue Projections: Based upon responses to the various scenarios and their economic implications, We will refine a preferred program of uses for the park along with an estimate of the range of likely revenue and the likely operating gap. We will complete a memorandum giving the conclusions of its economic analysis, presenting a preferred program and recommending strategies for addressing any anticipated funding gaps in park operations.

In the context of a refined understanding of the park design and the master plan, we will finalize general recommendations for the ongoing governance of the park in the context of the developed plan.

Developed designs and a design development level cost estimate for the park will be prepared.

An implementation memorandum will be prepared summarizing the next key steps in the transformation of Bicentennial Park into Museum Park Miami.

Tasks include:

- Prepare design development drawings for internal roadways and access points.; Coordinate with public agencies on Biscayne Boulevard issues, proposed off-site traffic modifications, access issues on Biscayne Boulevard issues, proposed off-site traffic analyses.
- Prepare and review preliminary permit sketches illustrating proposed shoreline and/or marine works; Preliminary regulatory agency consultation meetings for in-water elements.
- Finalize recommendations on governance.
- Finalize recommendations resulting from economic study of revenue generating opportunities within the park.
- Finalize urban design guidelines for MAM and MMS&P in consultation with museums.
- Prepare implementation memorandum.
- Water color renderings of one or two key elements.
- Prepare design development cost estimate.
- Design Development approval.
- Design development package
 - Production of 70% DD package
 - Confirm compliance to all local regulatory and code conditions
 - Design Team work session: 70% DD review
 - Production of 95% DD package
 - Review of 95% set with Policy Making and Technical Group for final approval of design documents and museums design guidelines

Deliverables:

- Urban design guidelines for MAM and MMS&P
- Memorandum on park governance, revenue generating opportunities, implementation
- Design Development Drawings (AutoCAD 2004)
- Design Development Specification
- Design Development Cost Estimate

We will provide one loose full-size copy of the drawings and associated memoranda, a disc containing relevant digital files, and one size half-size set of the drawings.

Phase 2 client meeting days in Miami: 3

- 1) 70% DD package review: Technical Working Group: test assumptions on regulatory compliance and public operational and maintenance program requirements. Community Presentation #4.
- 2) 95% DD review: Policy Makers.
- 3) Policy Makers/City Commission: approve DD Package.

Project Start

Work can begin upon receiving from the City the following:

- 1) Confirmed up-to-date base map information, in AutoCAD 2004 format, of the larger Miami context and the site.
- 2) Up-to-date construction documents for Biscayne Boulevard Sidewalk Widening.
- 3) Survey of existing utilities, in AutoCAD 2004 format.
- 4) Aerial photographs, in high resolution (+300dpi) digital format.
- 5) Plans for seawall restoration, in AutoCAD 2004 format.
- 6) Relevant previous reports and proposals.
- 7) Preliminary written statement of requirements for the Public Park

Additional Service Items

The following are Additional Services Items and are not considered part of the Scope of Services:

- More detailed scope than reasonably anticipated.
- Schedule delay beyond a reasonable amount
- Surveys, geotechnical or soil testing
- Research data purchase
- Marine resource mapping
- Hydrographic surveys
- Structural assessments
- Site signage and way-finding
- Design of fountains or water features
- Design of parking structures beyond a master plan level
- Community meetings beyond those set out above
- Client meeting days in Miami beyond those set out above
- Presentation model
- Report for public distribution
- Production of multiple copies of large-format (larger than 11"x17") drawings
- Production of permit sketches for in-water components suitable for permit application
- Environmental impact assessment or alternatives analysis
- Zoning services
- Fundraising

Additional Services would only be provided following written authorization and be billed on a Time & Material basis including reimbursable expenses /unless otherwise agreed.

EXHIBIT B - COMPENSATION

Project Costs

Based on the scope and schedule given in Exhibit A – Scope of Services, and broken up by phase, our project costs are:

Phase I - Master Plan, Schematic Design	\$810,857
Phase II - Design Development	<u>\$523,598</u>
Total:	\$1,334,455

Payment Schedule

Invoices will be issued monthly as a percentage of work complete and payment made within 45 days.

Additional Service Items

Exhibit A – Scope of Services identified our basic services. If we are required to perform Additional Services, we will bill the City on a Time & Material basis using the following hourly rate schedules unless otherwise agreed. Reimbursable expenses would be billed at 10% over direct costs and include such items as phone, fax, reproduction services, express mail, courier, travel, and accommodation. We will perform Additional Services if requested by the City pursuant to a written authorization.

Schedule of Hourly rates

The following hourly rates are valid at the time of this proposal.

Cooper, Robertson & Partners

• Partner-in-Charge – Alexander Cooper	\$300
• Museum Architect – Scott Newman	\$275
• Design Partner – Randall Morton	\$175
• Project Manager – Michael Jasper	\$150
• Sr. Urban Designer/Architect	\$110-125
• Jr. Urban Designer/Architect/Draftsman	\$85-95
• Model Shop	\$85
• Graphics	\$75

Civitas

• Senior Principal	\$225
• Principal	\$160
• Project Director	\$125
• Project Leader	\$110
• Construction Services	\$110
• Senior Designer	\$90
• Designer I-III	\$55-80

Spillis Candela DMJM	
• Principal	\$225
• Associate Principal	\$150
• Sr Project Manager	\$140
• Project Manager A/E	\$125
• Project Arch/Eng	\$98
• Engineer	\$95
• Designer/Job Captain	\$80
• Senior Designer	\$70
Savino & Miller Design Studio	
• Principal	\$120
• Associate	\$80
• CADD/Drafting	\$60
• Clerical	\$45
Coastal Systems International, Inc.	
• Principal	\$185
• Department Head	\$150
• Senior Project Manager	\$130
• Project Manager	\$120
• Project Engineer	\$105
• Junior Engineer	\$95
• Designer	\$80
David Plummer & Associates, Inc.	
• Administrative Principal	\$225
• Principal	\$195
• Management Principal	\$160
• Project Manager	\$140
• Project Engineer/Planner	\$110
• Design/Traffic Eng/Planner	\$95
• CADD Manager	\$85
• CADD Technician	\$70
• Technician/Draftsman	\$50
• Clerical	\$50
Hamilton, Rabinovitz & Alschuler, Inc.	
• Candace Damon	\$250
• Sean Neill	\$195
• Jean Shia	\$125
Construction Management Services, Inc.	
• Principal	\$135
• Sr. Discipline	\$90
• Discipline II	\$75



City of Miami

Legislation

Resolution: R-04-0344

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.ci.miami.fl.us

File Number: 04-00544

Final Action Date: 5/27/2004

A RESOLUTION OF THE MIAMI CITY COMMISSION, ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER APPROVING THE FINDINGS OF THE EVALUATION COMMITTEE, PURSUANT TO REQUEST FOR QUALIFICATIONS NO. 03-04-022, THAT THE MOST QUALIFIED FIRMS TO PROVIDE A MASTER PLAN FOR BICENTENNIAL PARK "MUSEUM PARK MIAMI," FOR THE OFFICE OF THE CITY MANAGER ARE, IN RANK ORDER: (1) COOPER ROBERTSON & PARTNERS, AND (2) EDAW, INC.; AUTHORIZING THE CITY MANAGER TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT"), WITH COOPER ROBERTSON & PARTNERS, THE TOP-RANKED FIRM; FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH THE SECOND-RANKED FIRM, EDAW, INC., IN THE EVENT NEGOTIATIONS FAIL WITH THE TOP-RANKED FIRM; DIRECTING THE CITY MANAGER TO PRESENT THE NEGOTIATED AGREEMENT TO THE CITY COMMISSION FOR APPROVAL.

WHEREAS, the City of Miami ("City") held a charrette and numerous public meetings regarding the future of Bicentennial Park and in July, 2000, the trustees of the Miami Art Museum and Miami Museum of Science adopted a joint resolution establishing the collaborative goal of creating "Museum Park Miami" in Bicentennial Park; and

~~WHEREAS, the City Commission included \$10 million from the Homeland Defense/Neighborhood Improvement bond issue for Bicentennial Park infrastructure improvements and \$3.5 million for each museum for planning and pre-development costs, and pursuant to Resolution No. 02-862, adopted July 25, 2002, designated the development option of a "Museum Park Miami" as the official design development option for Bicentennial Park; and~~

WHEREAS, Request For Qualifications ("RFQ") No. 03-04-022 was issued to secure a multi-disciplinary team of consultants with demonstrated experience in waterfront landscape architecture and urban design to create a Master Plan for Bicentennial Park "Museum Park Miami," for the Office of the City Manager; and

WHEREAS, ten (10) proposals were received and evaluated by the Evaluation Committee, and short-listed to four (4) proposers for oral presentations; and

WHEREAS, following oral presentations, the Evaluation Committee recommended the City negotiate a Professional Services Agreement ("Agreement") with the top-ranked firm, Cooper Robertson & Partners, and should negotiations fail, to negotiate with the second-ranked firm, EDAW, Inc.; further, should negotiations fail with the top two-ranked firms, the Evaluation Committee will reconvene to determine its recommendation regarding the firm ranked third (Hargreaves Associates);

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The recommendation of the City Manager to approve the findings of the Evaluation Committee, pursuant to RFQ No. 03-04-022, that the most qualified firms to provide a master plan for Bicentennial Park "Museum Park Miami," for the Office of the City Manager, are, in rank order: (1) Cooper Robertson & Partners, and (2) EDAW, Inc. is accepted.

Section 3. The City Manager is authorized{1} to negotiate an Agreement with Cooper Robertson & Partners, the top-ranked firm, for the Office of the City Manager.

Section 4. The City Manager is further authorized{1} to negotiate an Agreement with EDAW, Inc., the second-ranked firm, in the event negotiations fail with the top-ranked firm.

Section 5. The City Manager is directed to present the negotiated Agreement to the City Commission for approval.

Section 6. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.{1}

Footnotes:

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable provisions of the City Charter and Code.

{2} If the Mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

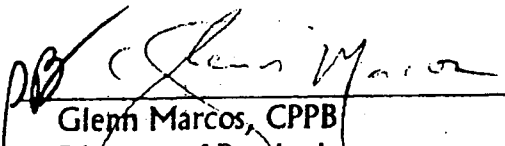
**ACCEPTANCE OF CITY MANAGER AND
EVALUATION COMMITTEE'S
RECOMMENDATION
RFQ NO. 03-04-022**

ITEM: Master Plan for Bicentennial Park
"Museum Park Miami"

DEPARTMENT: City Manager

TYPE: Contract

REASON: It is recommended the findings of the Evaluation Committee be approved pursuant to RFQ 03-04-022, and authorizing the City to negotiate with **Cooper Robertson & Partners**, the top ranked firm, to provide a Master Plan for Bicentennial Park "Museum Park Miami" and present said negotiated contract to the City Commission for approval; further, should negotiations fail with the top ranked firm, to negotiate a successful contract with the second ranked firm, EDAW, Inc.



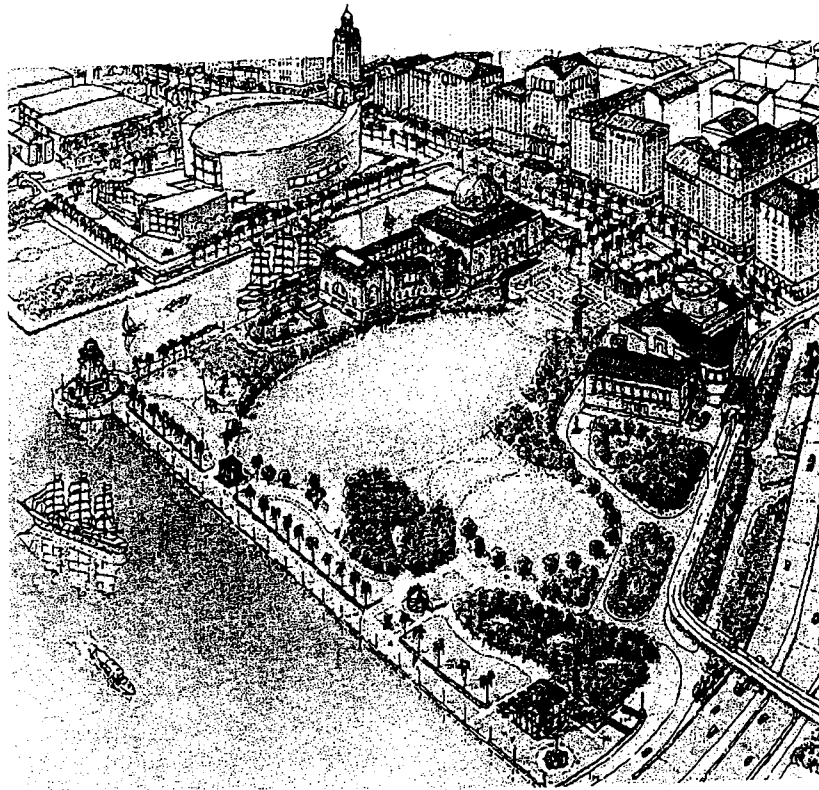
Glenn Marcos, CPPB
Director of Purchasing

5/13/04

Date



A MASTER PLAN
FOR
Bicentennial Park
"Museum Park Miami"
MIAMI, FLORIDA



REQUEST FOR QUALIFICATIONS (RFQ)

RFQ # 03-04-022



December 24, 2003

Thank you for your interest in the Bicentennial Park "Museum Park Miami" cultural, and civic site. The site is comprised of approximately 30 + acres of City owned upland property located just south of the I-395 expressway adjacent to Biscayne Bay in the City of Miami.

The purpose of this Request for Qualifications (RFQ) is to select a multidisciplinary team of consultants based on evaluation criteria established herein, for the design of a Master Plan for the Museum Park Miami in Bicentennial Park.

Please find enclosed the RFQ package that contains information regarding the RFQ submission requirements and base information for the project in CD format as an Attachment.

Proposers must attend the Mandatory Pre-Proposal Conference on Friday, January 16, 2004 at 10 AM to be eligible for consideration. Proposals must comply with all submission requirements and which are due no later than **Wednesday, February 4, 2004 at 2 PM** eastern time must be delivered to the City of Miami Clerk's Office, located at 3500 Pan American Drive, First Floor, Miami, Florida. **Proposals received after that date and/or time, or delivered to a location other than the Office of the City Clerk, will not be considered.**

The City of Miami welcomes your participation and looks forward to working with a design team to create a world class Museum Park for the City of Miami.

Sincerely,

Joe Arriola
City Manager



City of Miami

Request for Qualifications

RFQ

RFQ Number:
RFQ Title:
Commodity Codes:
Type of Purchase:
M/WBE Set-Aside:
Purchasing Contact:
Purchasing Contact Fax:
E-Mail Address:
Issue Date:
Mandatory Pre-Proposal Meeting:

Purchasing Department
Glenn Marcos, CPPB, Director
Miami Riverside Center
444 SW 2nd Avenue, 6th Floor
Miami, Florida 33130

Web Site Address: www.ci.miami.fl.us

Day/Date: 03-04-022
Time: N/A
Location/Mail Address: Pamela Burns, CPPB, Sr. Procurement Contracts Officer
305-400-5026
pburns@ci.miami.fl.us
December 24, 2003

Directions: Friday, January 16, 2004 at 10 AM at Bicentennial Park
Deadline For Request Of Additional Information / Clarification: 1/21/2004

Proposal Submission Deadline

Wednesday, February 4, 2004

4:00 PM

Office of the City Clerk

City Hall, 1st Floor

1500 Pan American Drive

1.0 Miami, Florida 33133-5504

2.0

3.0

4.0

5.0

6.0

FROM THE NORTH: I-95 SOUTH UNTIL IT TURNS INTO US1. US1 SOUTH TO SW 27TH AVENUE, TURN LEFT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

FROM THE SOUTH: US1 NORTH TO SW 27TH AVENUE, TURN RIGHT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON

Sealed written Responses must be received at the location indicated above for receipt. The response and sets of response for

RFQ TABLE OF CONTENTS

Introduction to Request For Qualifications (RFQ) Process
RFQ Scope of Services
RFQ General Conditions



CITY OF MIAMI

PUBLIC NOTICE

Sealed Responses will be received by the City of Miami, City Clerk's office located at City Hall, First Floor, 3500 Pan American Drive, Miami, Fla. 33133 until **February 4, 2004 at 2:00 PM** for the following:

RFQ No: 03-04-022

MASTER PLAN FOR BICENTENNIAL PARK "MUSEUM PARK MIAMI"

Mandatory Pre-Proposal Conference: **Friday, January 16, 2004 at 10:00 AM**
Bicentennial Park at the FEC Water Slip
North of the American Airlines Arena
601 Biscayne Blvd.
Miami, Florida

**Deadline for Request of
Additional Information:** **Wednesday, January 21, 2004 at 5:00 PM**

RFQ documents may be obtained via the internet using the City's website at <http://ci.miami.fl.us/Procurement/>. If you do not have internet access, you may obtain the documents upon request, during regular business hours, at the City of Miami Purchasing Department, 444 S.W. 2nd Avenue, 6th Floor, Miami, Florida 33130.

Any Proposals received after the above stated date and time or delivered to a different address/ department/ division will not be considered and will be returned to the bidder unopened.

The City of Miami reserves the right to waive any informalities or minor irregularities; reject any and all Proposals which are incomplete, conditional, obscure, or which contain additions not allowed for; accept or reject any proposal in whole or in part with or without cause; and accept the Proposal(s) which best serves the City.

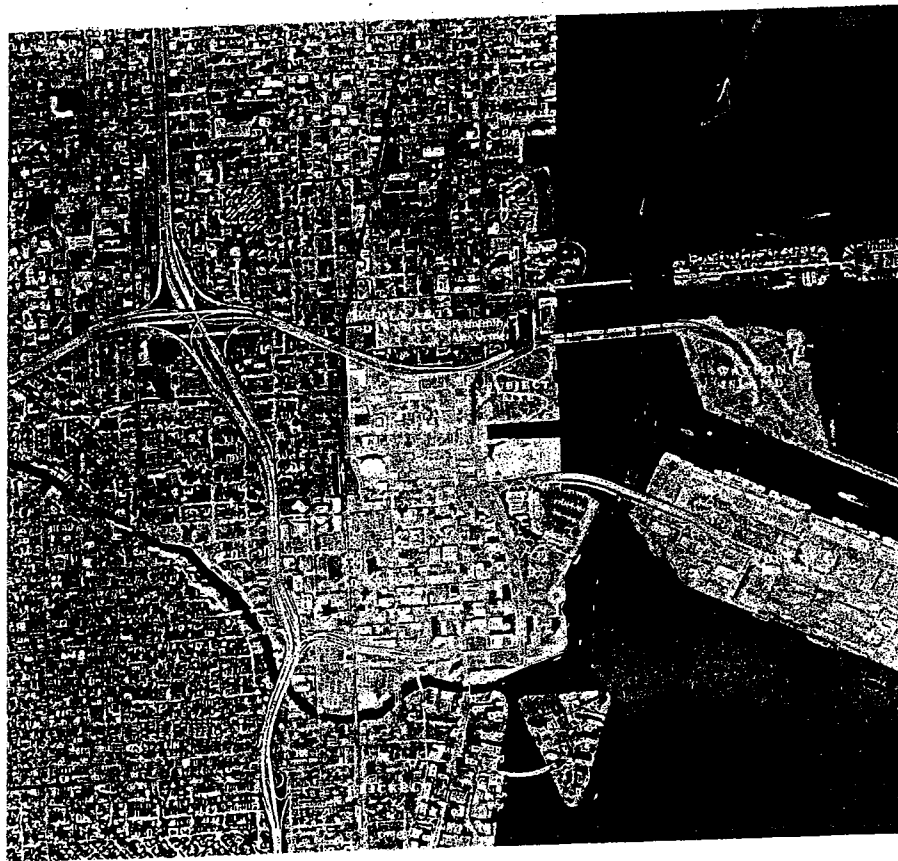
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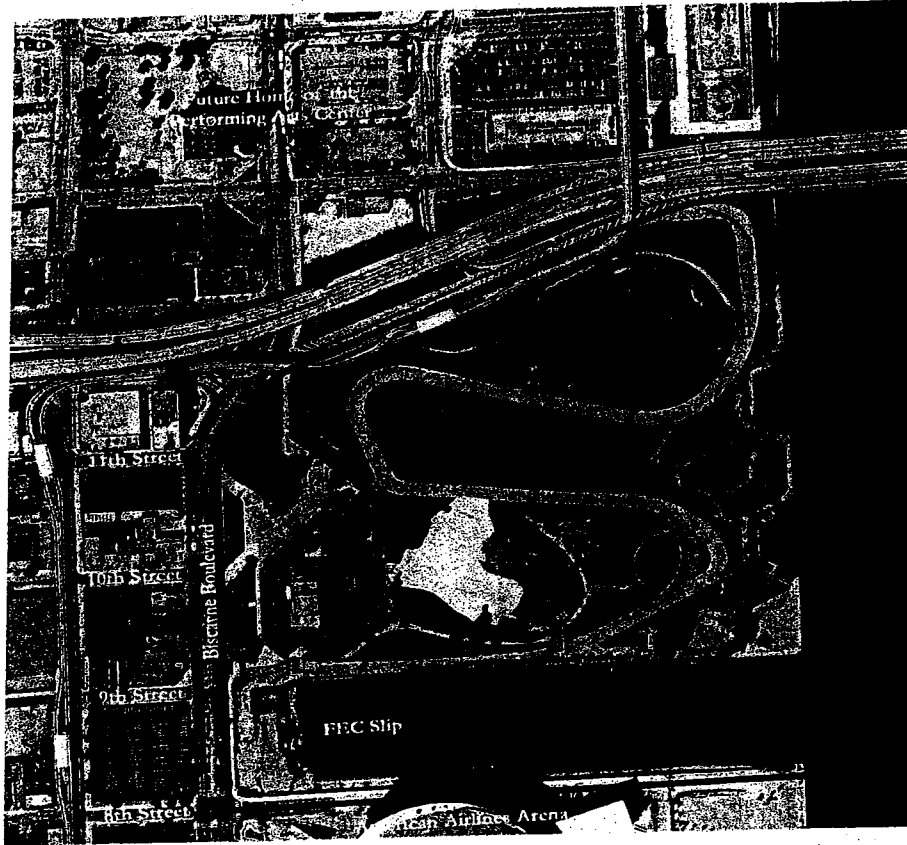
INTRODUCTION

The City of Miami is seeking a multidisciplinary team of consultants with demonstrated experience in waterfront landscape architecture and urban design to submit a Response to this Request for Qualifications for the Museum Park Master Plan for Bicentennial Park. The Museum Park is the center of a major urban revitalization of downtown Miami.

The City of Miami envisions a Museum Park that emphasizes human scale, public open spaces, and connectivity for the pedestrian realm through the creation of waterfront promenades, diverse open spaces, an active Biscayne Boulevard frontage, waterfront amenities and tree-lined pathways that will enhance the cultural, and recreational elements of the Museum Park cultural and recreational elements of the Museum Park in the context of the project's overall economic viability.



PROJECT LOCATION



The project site is located in Downtown Miami just south of the I-395 expressway and east of Biscayne Boulevard. The park consists of a total of approximately 30 + acres of City owned upland. It includes approximately 2,600 feet of Biscayne Baywalk and FEC (Florida East Coast Railway) slip walkway with views of downtown Miami, the Port of Miami and Watson Island.

Downtown Miami is the largest commercial and retail district in South Florida. It is estimated that a daily population of 240,000 persons work, visit, attend school, or shop in downtown Miami. Just south of downtown, opposite the Miami River, there is Brickell, a high density - mixed-use district with office buildings, residential towers and entertainment centers.

Construction is underway for a new Performing Arts Center ("PAC") just opposite the northern corner of Bicentennial Park. The Performing Arts Center is scheduled for completion in 2006. Through the work of the Community Redevelopment Agency and the Planning and Zoning Department, the area adjacent to the Performing Arts Center will be transformed with media, arts, and entertainment related facilities within the district west of Biscayne Boulevard.

The Port of Miami is a cargo and cruise passenger port located just east of downtown Miami.

Along McArthur Causeway to the east is Miami Beach, an area internationally known for its famous South Beach and historic "Art Deco District" features renovated historic hotels, outdoor cafe dining and shopping.

Watson Island, north of the port includes destinations such as the newly opened Parrot Jungle Island, Miami Children's Museum, and in development, Island Gardens and the Watson Island Aviation Center.

SECTION I

1.0. OVERVIEW OF REQUEST FOR QUALIFICATIONS

1.1. Invitation

Thank you for your interest in this Request for Qualifications ("RFQ") process. The City of Miami ("City"), through its Purchasing Department invites responses ("Proposals" or "Responses") from proposers ("Proposers") which offer to provide the services described in greater detail in Section 2.0: "Scope of Services."

1.2. Term of Contract

The Proposer qualified to provide the service(s) requested herein (the "Successful Proposer") shall be required to execute a contract ("Contract") with the City, which shall include, but not be limited to, the following terms:

- A. The term of the Contract for the specific project listed herein shall be for the duration of the project.
- B. The City shall have the option to extend or terminate the Contract for convenience, that is, for any or no cause.
- C. A hold harmless, indemnity, covenant not to sue, and release provision
- D. A no discrimination clause
- E. A right to audit clause
- F. A local venue, waiver of jury trial and permissive counterclaim clause .

1.3 Mandatory Pre-Proposal Conference and Site Visit

Potential Proposers are required to attend the Mandatory Pre-Proposal Conference and Site Visit, which will occur on **Friday, January 16, 2004 at 10:00 AM**, at Bicentennial Park, located at the FEC Water Slip, adjacent to the north side of American Airlines Arena, 601 Biscayne Blvd., Miami, Florida. A discussion of the requirements of the RFQ will occur at that time. Each potential Proposer is required, prior to submitting a Proposal, to acquaint itself thoroughly with any and all conditions and/or requirements that may in any manner affect the work to be performed. No allowances will be made because of lack of knowledge of these conditions.

The purpose of the pre-proposal conference is to allow potential Proposers an opportunity to present questions to staff and obtain clarification of the requirements of the RFQ documents. Because the City considers the conference to be critical to understanding the RFQ requirements, attendance is **mandatory**.

FAILURE TO ATTEND SHALL DEEM ANY PROPOSAL FROM UNATTENDING PROPOSER AS NON-RESPONSIVE.

1.4. Deadline for Receipt of Request for Additional Information / Clarification

Pursuant to the Cone of Silence, any request for additional information or clarification must be received in writing **no later than 5:00 p.m. on Wednesday, January 21, 2004**. Proposers may fax, mail or email their requests to the attention of Pamela Burns, CPPB, Sr. Procurement Contracts

Officer, at the City's Department of Purchasing, 444 S.W. 2nd Avenue, 6th Floor, Miami, Florida 33130. The facsimile number is (305) 400-5026 or email: pburns@ci.miami.fl.us. This RFQ is subject to the City's "Cone of Silence" in accordance with **Section 18-74 of the City's Ordinance No. 12271. This Ordinance is available, upon request, as a public record.**

1.5. Cone of Silence

Pursuant to Section 18-74 of City Ordinance No. 12271, a "Cone of Silence" is imposed upon each RFP, RFQ, RFLI, or IFB after advertisement and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence shall be applicable only to Contracts for the provision of goods and services and for public works or city improvements for amounts greater than \$200,000. The Cone of Silence prohibits any communication regarding RFPs, RFQs, RFLIs or IFBs (bids) between, among others:

- Potential vendors, service providers, bidders, lobbyists or consultants and the City's professional staff including, but not limited to, the City Manager and the City Manager's staff, the Mayor, City Commissioners, or their respective staffs;
- potential vendors, service providers, bidders, lobbyist or consultants, any member of the City's professional staff, City Department Directors or their respective staffs and any member of the respective selection/evaluation committee

The provision does not apply to, among other communications:

- oral communications with the City purchasing staff regarding Minority/Women Business Enterprise (M/WBE) and local vendor outreach programs;
- Communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-proposal or pre-bid conferences, oral presentations before selection/evaluation committees, contract negotiations during any duly noticed public meeting, or public presentations made to the Miami City Commission during a duly noticed public meeting; or
- communications in writing or by email at any time with any City employee, official or member of the City Commission unless specifically prohibited by the applicable RFP, RFQ or bid documents.
- communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI OR IFB by City Purchasing staff.
- Protests cognizable under the Purchasing Ordinance

Proposers or bidders must file a copy of any written communications with the Office of the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the Office of the City Clerk, which shall be made available to any

person upon request. Written communications may be in the form of e-mail, with a copy to the Office of the City Clerk at JCerrato@ci.miami.fl.us

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render any award voidable. A violation by a particular Bidder, Proposer, Offeror, Respondent, Lobbyist or Consultant shall subject same to potential debarment pursuant to the City Code. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission. Proposers or bidders should reference Section 18-74 of the City of Miami Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review City Ordinance No. 12271 for a complete and thorough description of the Cone of Silence. You may contact the City Clerk at 305-250-5360, to obtain a copy of same.

1.6. Additional Information or Clarification

Requests for additional information or clarifications must be made in writing and received by the Senior Buyer specified on the cover sheet of this RFQ, in accordance with the deadline for receipt of questions specified in the RFQ (see Section 1.4) and the Cone of Silence (see Section 1.5). The request must contain the RFQ number and title, Proposer's name, name of Proposer's contact person, address, phone number, and facsimile number.

Electronic facsimile or email requesting additional information will be received by the Sr. Buyer for this RFQ at the fax number or email specified on the cover sheet of this RFQ. Facsimiles must have a cover sheet which includes, at a minimum, the Proposer's name, name of Proposer's contact person, address, number of pages transmitted, phone number, facsimile number, and RFQ number and title.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFQ or in any written addendum to this RFQ. Where there appears to be conflict between the RFQ and any addenda issued, the last addendum issued shall prevail.

1.7. Award of Contract

A Contract may be awarded to the most advantageous Proposer by the City Commission based upon the minimum qualification requirements reflected herein. The City reserves the right to execute or not execute, as applicable, a Contract with the Proposer that is determined to be in the City's best interests. Such Contracts will be furnished by the City, will contain certain terms as are in the City's best interests, and will be subject to approval as to legal form by the City Attorney.

1.8. Contract Execution

Contract will be negotiated and executed between the Successful Proposer and the City.

1.9. Unauthorized Work

The Successful Proposer shall not begin work until a City Purchase Order ("Purchase Order") is received. The Purchase Order(s) shall specify the price and period of time allotted for the completion of the work.

1.10. Instructions

Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit Responses in accordance with the requirements of this RFQ. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.** Proposers shall make the necessary entry in all blanks provided for the responses.

The entire set of documents constitutes the RFQ. The Proposer must return these documents with all information necessary for the City to properly analyze Proposer's response in total and in the same order in which it was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed. All Responses shall be returned in a sealed envelope or package with the RFQ number and opening date clearly noted on the outside of the envelope.

Proposers must provide a response to each requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity.

1.11. Changes / Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Written modifications shall not be allowed following the Proposal deadline.

1.12. Sub-Contractor(s) or Sub-Consultant(s)

A Sub-Consultant, herein known as Sub-Contractor(s) is an individual or firm contracted by the Proposer or Proposer's firm to assist in the performance of services required under this RFQ. A Sub-Contractor shall be paid through Proposer or Proposer's firm and not paid directly by the City. Sub-Contractors are allowed by the City in the performance of the services delineated within this RFQ. Proposer must clearly reflect in its Proposal the major Sub-Contractors to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Contractors proposed in the response of Successful Proposer or prior to contract execution. Any and all liabilities regarding the use of a Sub-Contractor shall be borne solely by the Successful Proposer and insurance for each Sub-Contractors must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither Successful Proposer nor any of its Sub-Contractors are considered to be employees or agents of the City. Failure to list all Sub-Contractors and provide the required information may disqualify any proposed Sub-Contractors from performing work under this RFQ.

Proposers shall include in their Responses the requested Sub-Contractor information and include all relevant information required of the Proposer. In addition, within five (5) working days after the identification of the award to the Successful Proposer, the Successful Proposer shall provide a list confirming the Sub-Contractors that the Successful Proposer intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, location of the place of business for each Sub-Contractor, the services Sub-Contractor will provide relative to any contract that may result from this RFQ, any applicable licenses, references, ownership, and other information required of Proposer.

1.13. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the City’s Purchasing Department to the attention of the Buyer at the facsimile number or email listed in Section 1.4. Should it be necessary, a written addendum will be incorporated to the RFQ. The City will **NOT** be responsible for any oral instructions, clarifications, or other communications.

1.14. Disqualification

The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Responses; to reject any or all Responses in whole or in part, or to reissue a Request for Responses.

1.15. Responses / Proposal Receipt

Sealed Responses will be accepted in accordance with the instructions detailed on the cover of this RFQ. After that date and time, Responses will **not** be accepted. The Proposer shall file all documents necessary to support its Proposal and shall include them with its Proposal. Proposers shall be responsible for the actual delivery of Responses during business hours to the exact address indicated on the cover and in the RFQ. Responses that are not received by the **CITY CLERK’S OFFICE** by the deadline established in the RFQ shall **not** be accepted or considered by the City.

1.16. Capital Expenditures

The Successful Proposer understands that any capital expenditures that the Successful Proposer makes, in order to perform the services required by the City in this RFQ, is a business risk which the Successful Proposer may include in its proposed price. The City, however, is not and shall not pay or reimburse any capital expenditures or any other expenses, incurred by any Proposer in anticipation of a Contract award nor to maintain the approved status of the Successful Proposer if a Contract is awarded.

1.17. RFQ Process Milestones

The anticipated schedule for this RFQ and subsequent Contract is as follows. All dates are tentative and subject to change.

- RFQ available for distribution..... December 24, 2003
- Mandatory Pre-Proposal Meeting..... January 16, 2004
- Due date for Questions..... January 21, 2004
- Proposal Due Date..... February 4, 2004
- Initial Meeting of Evaluation Committee..... February 9, 2004
- Evaluation/Shortlist of Proposers by Evaluation Committee..... February 23, 2004
- Oral Presentations of Short-listed Proposers..... week of March 8, 2004
- Recommendation from Evaluation Committee to City Manager..... March 12, 2004
- Recommendation from the City Manager to the City Commission..... March 19, 2004
- City Commission Approval to execute Contract..... May 13, 2004

SECTION II

2.0 RFQ SCOPE OF SERVICES

2.1 Background

The City held a "Bicentennial Park Charrette," and numerous public meetings regarding the future of Bicentennial Park. The effort to redesign Bicentennial Park reflects a growing public movement to preserve and enhance public parks in the City and was initiated by the Urban Environment League (UEL) shortly before the community and City commissioners engaged in public discussion with the Florida Marlins' owner to keep the baseball stadium out of Bicentennial Park and reclaim it as South Florida's premier public park.

The Miami City Commission committed itself to the underutilized Park's revival on April 2, 2000 when it passed a resolution to renew Bicentennial Park as a "premier public park." During that time, the Miami Museum of Science and the Miami Art Museum completed a multi-year site and funding analysis for the development of new, world-class institutions at Bicentennial Park. In July 2000, the trustees of both the Miami Art Museum and the Miami Museum of Science adopted a joint resolution establishing the collaborative goal of creating "Museum Park Miami" in Bicentennial Park.

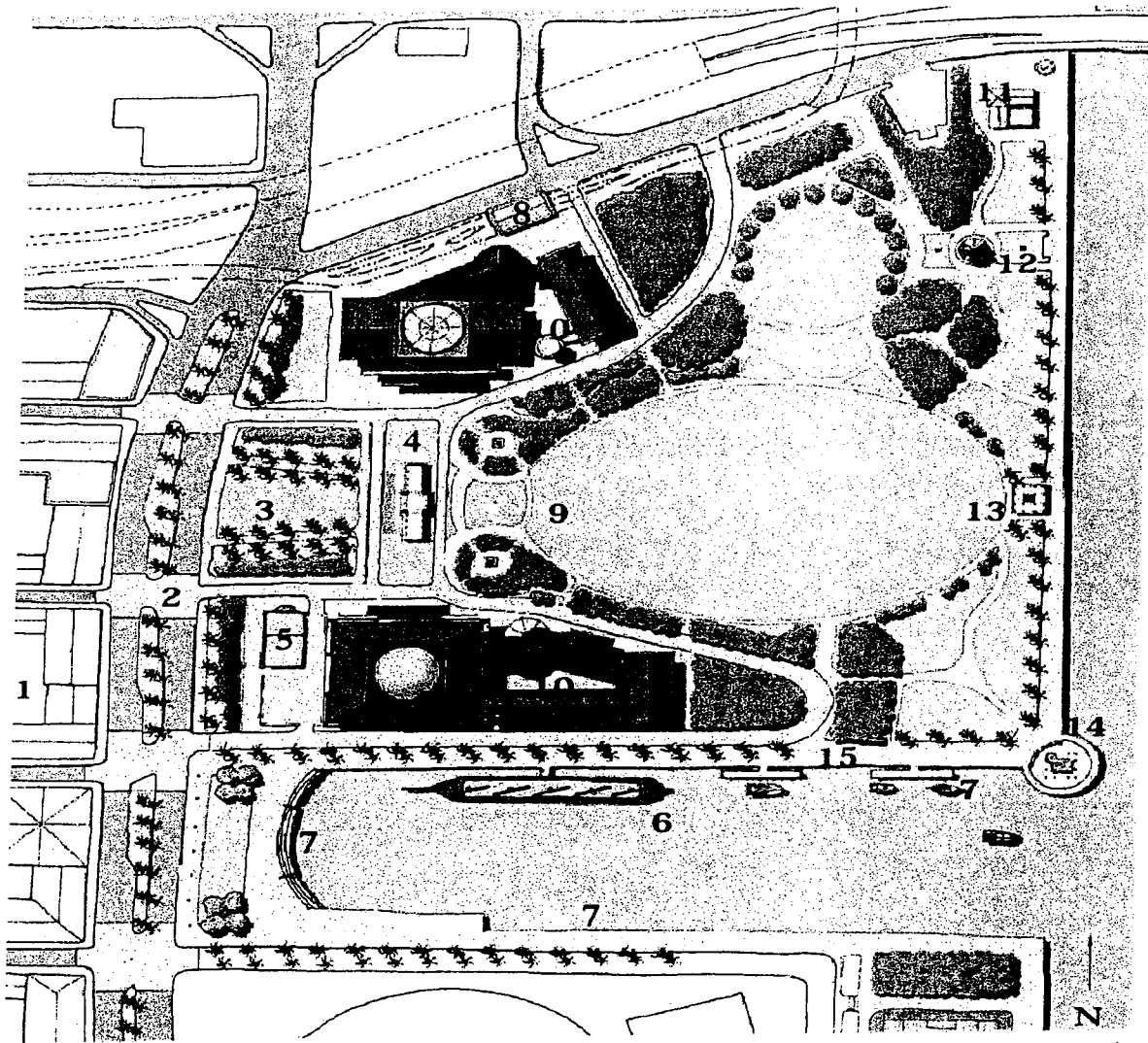
The Miami City Commission created the advisory Bicentennial Park/Waterfront Renewal Committee and, in conjunction with the City's Planning & Zoning Department, hired the urban design firm Dover, Kohl and Partners (Dover Kohl) to propose three options for the Park based on public input; the Bicentennial Park Charrette.

On February 10, 2001, more than 350 people showed their support and participated in the day long charrette/public design workshop led by Dover Kohl.

Dover Kohl presented to City Commission the outcome of the Charrette; three development options for the park that reflect the citizen's vision for public park land; one of purely open space, a second as a cultural park with two museums and a third of mixed uses including retail.

In preparation of Bicentennial Park's redevelopment as Museum Park, the City Commission in October 2001 proposed a citywide referendum for the \$255 million Homeland Defense/Neighborhood Improvement Bond issue. The bond program specifically includes \$10 million for Bicentennial Park infrastructure improvements and \$3.5 million for each museum as a challenge grant for planning and pre-development costs. The bond referendum was approved by City voters on November 13, 2001. The resolution adopted on July 25, 2002 designates the City commission's choice of the third option, "A Cultural Park" also known as Museum Park Miami as the official design development option for Bicentennial Park.

MUSEUM PARK MIAMI CHARRETTE MASTER PLAN VISION



- | | |
|---|---|
| <ul style="list-style-type: none"> 1. Infill Development 2. Redesigned Boulevard 3. Palm Court/Plaza 4. Community Hall 5. Pump Station with Improved Façade 6. Maritime Activities at FEC Slip 7. New Seawall: north, south, west. 8. Transit Entry Green | <ul style="list-style-type: none"> 9. Central Open Space: The Ellipse Lawn 10. North: Miami Art Museum
South: Miami Museum of Science 11. Restaurant Splash Fountain 12. Carousel 13. Pavilion 14. Public Overlook 15. Baywalk Esplanade |
|---|---|

The Charrette's Museum Park Miami master plan vision consists of outdoor exhibition grounds with destinations inside the park. The museums sited along Biscayne Boulevard on the western edge of the park frame the open space view of Biscayne Bay and provide a civic, public facade to Biscayne Boulevard. The museums' service areas are hidden from public view. Outdoor museum exhibits and grounds are adjacent to the museums and located outside the open sight line between 10th and 11th streets. The water's edge is preserved as open space with unobstructed views. The vehicular access to the museums is designed as narrow tree lined scenic drives. A central open space is maintained for a multipurpose recreation/special events area.

Charrette Design Elements and Objectives

Elements of the Park:

- Trees, plaza, square within park, baywalk, water-related programming, landmark(s), pedestrian activities, green open spaces of varying sizes for diverse uses, a large open space for special events appropriate to a major museum park, corridors/boulevards linking park to adjacent neighborhoods, points of interest, fountains, sculpture garden, cultural, educational museum programming, water slip, arboretum, future proposal to submerge I-395, mixed-use building along the FEC slip, connection to arena and bayside via a continuous bay-walk.

The community will define success for the park as:

- Preservation of Bicentennial Park primarily as parkland with open views to the water with emphasis along the FEC slip as well as the eastern most edge of the park, people in the park, and the park seen as icon for Miami.

Objectives:

- Park as a neighborhood park and regional park; create visual and physical access to the water, create improved pedestrian connections, connect park to existing neighborhoods including neighborhoods along the Bay, use park day and night, create a contextual space and instill a sense of place that captures the uniqueness of Miami and South Florida.

Issues:

- Safety, access, human scale, use/user groups, adjacent neighborhood connections, pump station, existing boundaries, financing/maintenance, limited parking for park use.

Adjacent Neighborhoods:

- Overtown Park West, Omni, Brickell, Downtown Central Business District.

Improvements in process and under consideration:

1. Biscayne Boulevard Sidewalk Widening Project:

- Florida Department of Transportation (FDOT) has been working with the Planning and Zoning Department on the realignment of Biscayne Boulevard. The development drawings of the project include a pedestrian friendly boulevard that includes: wider sidewalks, a landscaped median, pedestrian crossings and on-street parking on the west side of Biscayne Boulevard.

2. Submerge I-395:

- The Omni, Edgewater and Media Arts District is separated from the Downtown, Southeast Overtown/Park West and Bicentennial Park area by a major east-west expressway (I-395). Currently, options are being studied for plans to reinforce the north-south linkages, including Biscayne Boulevard, N.E. 2nd Avenue, N.E. 1st Avenue, NW 1st Avenue, and North Miami Avenue. One option is to submerge the major east-west expressway and bridge the north-south thoroughfares. To reduce the impact of the construction, the east-west expressway will also introduce a new alignment to the north; thereby, increasing the size and defining a new geometry for the north side of the park. New linkages and terminating vistas will also be established for this section of the park.

3. Sea Wall Improvements

- The City has initiated environmental studies for the restoration of the north and eastern bank of the FEC slip and eastern seawall along Biscayne Bay. The result of the study is the proposed restoration of the seawall along Bicentennial Park. An

RFP has been issued for the reconstruction of the sea wall and reconstruction permits are being obtained from the necessary departments for their approval.

Project Purpose and Need

The City is committed to developing Bicentennial Park as a component of a complex, long-term transformation and reclamation of southern Biscayne Boulevard into a cultural and entertainment corridor, stimulating the community's economic and social vitality. Museum Park Miami must be a world-class art museum and a world-class science center. The goals of the redevelopment of Museum Park Miami at Bicentennial Park are to:

- Restore the Park's waterfront land to public use and maintain long-term viability
- Help revitalize downtown Miami and its surrounding neighborhoods
- Build educational and cultural resources for the region
- Strengthen Greater Miami's tourism economy
- Create a world-class destination to attract residents and visitors of all ages
- Enhance pedestrian links and connections to adjacent neighborhoods.

2.2 Scope of Work

The selected team of consultants (aka "Successful Proposer") shall review all studies undertaken or under development by the City of Miami and all other relevant studies for the site. The Successful Proposer shall identify any constraints and opportunities, as well as prioritize recommendations for:

- Design development of vision and identity for "Museum Park Miami".
- Environmental issues with specific recommendations related to the County pump station, sea wall improvement, or any other site located in Bicentennial Park.
- Planning including design guidelines for Park and Museums.
- Siting for museum buildings and related open spaces, including but not limited to building footprint and outdoor programming space for each museum.
- Infrastructure planning, including master site grading and drainage, including emergency power services, flood zones and familiarity with FEMA regulations.
- Significant physical gateways to the Park and important view corridors (water view access and visual access to both museums).

- Transportation analysis, including access roadway design (truck/loading access for deliveries); pedestrian, circulation and transportation, including servicing and parking facilities; security; accessibility by foot, car, bus, metro-mover, potential bay link and water. Analysis of pedestrian and vehicular circulation impacts related to the County pump station.
- Compatible Park amenities for visitors.
- Baywalk, promenade and streetscape improvements and amenities.
- Park governance based on best international practices as it relates to long-term viability planning and park management and maintenance issues, taking into account the roles and responsibilities of the City, Miami Art Museum, Miami Museum of Science and Miami Dade county for the day-to-day as well as the long-term operations of Museum Park as a major civic complex with regional, national and international impact.
- Revenue generating opportunities for the maintenance and cultural vitality of the park.

In summary, the RFQ scope of work for the master plan includes: circulation patterns within the site and from the street; identification of the site infrastructure and any deficiencies (water, sewer, electrical, communications including the impact of new technologies); planning and design guidelines for complex and museums; guidelines for programming the open space; governance; vehicular access to park coordinated with FDOT.

The Successful Proposer shall collaborate with the two museums to coordinate technical and operational issues to ensure that each museum's needs are met with the greatest possible efficiency.

The Successful Proposer shall specifically address planning, design and development issues in the context of the overall development goals of the Bicentennial Park area.

The Successful Proposer shall give special consideration to the impact of the park on the surrounding neighborhoods. Considerations shall include, but not be limited to, architectural compatibility, traffic patterns, noise and light levels, visual impact and other neighborhood concerns.

The Successful Proposer shall prepare cost estimates for all recommendations made as a result of the proposed design for the project.

The Successful Proposer shall provide design development drawings of the Master Plan ready for construction drawings.

It is the City's desire that all work to be performed pursuant to this RFQ be completed no later than one (1) year after Contract execution, however, it is the City's desire for this project to be completed before that time. Due to the priority nature of this project, liquidated damages for failure to meet time requirement will be reflected in said Contract with the Successful Proposer. Said liquidated damages may be applied should Successful Proposer fail to meet said time requirement.

2.3 Process of Conceptual Designs and Contract Administration

Required designs will be developed with the input of City staff, the various City Boards and Committees, as well as area residents and other interested individuals and groups. The time for these activities shall be included in the Proposals submitted to the City.

SECTION III

3.0. RFQ GENERAL CONDITIONS

3.1. Acceptance/Rejection

The City Manager reserves the right to approve the recommendation of the evaluation committee and submit to the City Commission; reject the recommendation of the evaluation committee and instruct the evaluation committee to re-evaluate and make further recommendations; reject all Proposals; or recommend that the City Commission reject all Proposals. reserves the right to accept or reject any or all Responses or to select the Proposer that, in the opinion of the City, will be in the best interest of and/or the most advantageous to the City.

The City also reserves the right to reject the Response of any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, and who is not in a position to perform the requirements defined in this RFQ. The City reserves the right to waive any irregularities and technicalities and may, at its discretion, withdraw and/or re-advertise the RFQ.

3.2. City Not Liable for Delays

It is further expressly agreed that in no event shall the City be liable for, or responsible to, the Consultant, any sub-consultant, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the City has no control. The contract will include a no damage for delay clause.

3.3. Contract Award and City's Rights

The City Manager or designee of the City, reserves the right, as it determines to be in its best interest, to accept or reject any or all responses to this RFQ, waive informalities, technicalities, minor irregularities, and request re-bids on the services specified in the RFQ.

3.4. Cost Incurred By Proposers

All expenses involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Proposer(s).

3.5. Legal Requirements

This RFQ is subject to all applicable federal, state, county, City and local laws, codes, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

3.6. Minority / Women Business Enterprise (M/WBE) Program

Ordinance No. 10062, as amended, entitled the Minority and Women Business Affairs and Procurement Ordinance of the City of Miami, Florida sets forth "..... a goal of awarding at least 51 percent of the City's total annual dollar volume of all expenditures for all goods and services, to Black, Hispanic and Women minority business enterprises on an equal basis." A minority business enterprise is defined as a business firm "...in which at least 51 percent of said enterprise is owned by Blacks, Hispanics, or Women and whose management and daily business operations are controlled by one or more Blacks, Hispanics or Women." To achieve the goal established by Ordinance 10062,

vendors doing business with the City are encouraged to include minority firms as participants in their Responses.

3.7. Local Preference

Local preference regarding this RFQ will be considered during the evaluation process for the provision of a specific service(s).

3.8. Non-Appropriation of Funds

In the event no funds or insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for payments due under the Contract, then the City, upon written notice to the Consultant or his/her assignee of such occurrence, shall have the unqualified right to terminate the Contract without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular or any project(s) will be awarded to any firm(s).

3.9. Occupational License Requirement

Any Proposer with a business location in the City, who submits a Proposal under this RFQ, shall meet the City's Occupational License Tax requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Proposers with a business location outside the City of Miami shall meet their local Occupational License Tax requirements. A copy of the license must be submitted with the Proposal; however, the City may at its sole option and in its best interest allow the Proposer to supply the license to the City during the evaluation period, but prior to award.

3.10. Payment

Payments to the Successful Proposer shall be made in arrears, and based on work performed to the satisfaction of the City. No advance payments will be made at any time.

Payment shall be made after delivery, within 45 days of receipt of an invoice for services/goods and pursuant to Florida Statute 218.74 (Florida's Prompt Payment Act) and other applicable laws.

3.11. One Proposal

Only one (1) Proposal from an individual, firm, partnership, corporation or joint venture will be considered in response to this RFQ.

3.12. Minimum Qualification Requirements

Each firm interested in responding to this Request for Qualifications must provide the information on the firm's qualifications and experience, qualifications of the project team, Project Manager's experience, and previous similar projects, and complete and return Standard Form (SF) 254 and Form 255.

Additionally, Proposer must:

- a. be an established firm for a minimum of two (2) years, and Proposer, or its owner(s) and/or principal(s), must have a minimum of five (5) years related experience.
- b. the individual proposed as the Project Manager must have a minimum of five (5) years experience in architectural, urban design, engineering and/or landscape architectural services, and have served as project manager/construction manager on similar projects on a minimum of three (3) previous occasions.

See Section 5.0 "Instructions for Submitting a Response: (Submission Requirements)." **Submittals that do not respond completely to all requirements may be considered non-responsive and eliminated from the process.**

3.13. On-line Vendor Registration

It is the policy of the City that all prospective Proposers register on-line at <http://www.ci.miami.fl.us/procurement>, click on the link, Vendor Registration, fill out all required fields, and indicate the commodities/services which prospective Proposer can regularly supply to the City for bid / RFQ notification purposes sent by the City to registered prospective Proposer via email or facsimile transmission, or both. Prospective Proposer who have already registered previously are not required to re-register.

Unless, prospective Proposer has to update its information concerning changes such as ownership, new address, telephone number, fax, commodities, etc. Prospective Proposer can access its Vendor Profile by selecting the link; modify profile, and entering its assigned **User ID** and **Password**.

All prospective Proposers should register on-line, regardless if Proposer submits a Bid or the "Statement of No Bid Form". The City will make its best effort to source all registered vendor with the related commodity or service of future bid/RFQ solicitations and send bid/RFQ notification via the email or facsimile, or both. Bid/RFQ Notification sent via e-mail to prospective Proposer will contain a link of the solicitation to download the document, and the entire document will be sent via facsimile to those prospective Proposers who choose to be contacted via fax. **A Purchase Order will not be issued by the City unless the Successful Proposer has registered on-line.** For any questions, contact the Vendor Registration Section at (305) 416-1913.

3.14. Public Entity Crimes

A person or affiliate who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or public work's project, may not submit a response on a lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of Florida Statutes for Category Two for a period of 36 months from the date of being placed on the convicted Bidder / Proposer list.

3.15. Resolution of Protests

Any actual or prospective contractual party who feels aggrieved in connection with the solicitation or award of a contract may protest in writing to the Director of Purchasing/Chief Procurement Officer who shall have the authority, subject to the approval of the City Manager and the City Attorney, to settle and resolve a protest with final approval by the City Commission. Bidders are alerted to Section 18-103 of the City's Ordinance No. 12271 describing the protest procedures. Protests failing to meet the requirements for filing shall **NOT** be accepted. Failure of a party to timely file shall constitute a forfeiture of such party's right to file a protest. **NO EXCEPTIONS.**

3.16. Review of Responses for Responsiveness

Each Proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFQ. A "responsive" Proposal is one which follows the requirements of the RFQ, includes all documentation, is submitted in the format outlined in the RFQ, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Proposal non-responsive. A responsible Proposer is one that has the capability in all respects to fully perform the requirements set forth in the Proposal, and that has the integrity and reliability, which will assume good faith performance.

3.17. Sales Tax

The City is State Sales Tax exempt. Notwithstanding, Proposers should be aware of the fact that all materials and supplies which are purchased by the Proposer for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08 Florida Statutes as amended and all amendments thereto and shall be paid solely by the Proposer.

3.18. First-Source Hiring Agreements.

(a) The Commission approves implementation of the first-source hiring agreement policy and requires as a condition precedent to the execution of service contracts for facilities, services, and/or receipt of grants and loans, for projects of a nature that create new jobs, the successful negotiation of first-source hiring agreements between the organization or individual receiving said contract and the authorized representative unless such an agreement is found infeasible by the city manager and such finding approved by the city commission at a public hearing.

(b) For the purpose of this section, the following terms, phrases, words and their derivations shall have the following meanings:

Authorized representative means the Private Industry Council of South Florida/South Florida Employment and Training Consortium, or its successor as local recipient of federal and state training and employment funds.

Facilities means all publicly financed projects, including but without limitation, unified development projects, municipal public works, and municipal improvements to the extent they are financed through public money services or the use of publicly owned property.

Grants and loans means, without limitation, urban development action grants (UDAG), economic development agency construction loans, loans from Miami Capital Development, Incorporated, and all federal and state grants administered by the city.

Service contracts means contracts for the procurement of services by the City which include professional services.

Services include, without limitation, public works improvements, facilities, professional services, commodities, supplies, materials and equipment.

(c) The authorized representative shall negotiate each first-source hiring agreement.

- (d) The primary beneficiaries of the first-source hiring agreement shall be participants of the City training and employment programs, and other residents of the City.

3.19 Employees are Responsibility of Successful Proposer

All employees of the Successful Proposer shall be considered to be, at all times, the sole employees of the Successful Proposer under its sole direction and not an employee or agent of the City. The Successful Proposer shall supply competent and physically capable employees. The City may require the Successful Proposer to remove an employee the City deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment under this contract is not in the best interest of the City. Each employee shall have and wear proper identification.

All the services required herein shall be performed by the Successful Proposer, and all personnel engaged in performing the services shall be fully qualified to perform such services.

All personnel of the Successful Proposer must be covered by Workers Compensation, unemployment compensation and liability insurance, a copy of which is to be provided to the City. No personnel of the Successful Proposer may receive any City employment benefit.

3.20. Use of Name

The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Proposal are to be mentioned, or imply the name of the City, without prior express written permission of the City Manager or the City Commission.

3.21. Collusion

The Proposer, by submitting a Proposal, certifies that its Proposal is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Proposal for the same services, or with the City's Purchasing Department or Initiating Department. The Proposer certifies that its Proposal is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred.

3.22 Ownership of Documents

Proposer understands and agrees that any information, document, report or any other material whatsoever which is given by the City to Successful Proposer or which is otherwise obtained or prepared by Successful Proposer pursuant to or under the terms of the RFQ is and shall at all times remain the property of the City. Successful Proposer agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

3.23 Unauthorized Work

Neither the qualified Proposer(s) nor any of his/her employees shall perform any work unless duly authorized by the Contract Administrator or his designated representative. The qualified Proposer(s) shall not be paid for any work performed outside the scope of the contract or any work performed by an employee not otherwise previously authorized.

SECTION IV

4.0. SPECIAL CONDITIONS OF PROPOSED CONTRACT

4.1. Authorization

Upon authorization of the City Commission (if required) the City Manager or his authorized designee shall negotiate all aspects of the Contract with the Successful Proposer. The City Attorney's Office will provide assistance to the City Manager or his designee during the negotiation of the Contract and must approve the Contract as to legal form and correctness prior to the City Commission's authorization (if required) for the execution of the Contract by the City Manager. The Contract shall comply with all applicable laws, City Charter, and code provisions. The contract shall include certain clauses which will safeguard the interests of the City including, without limitations, cancellation for convenience, hold harmless/indemnity, no damages for delay and no adverse interest to the City clauses.

4.2. General

The Contract shall address, but not be limited to, the following terms and conditions:

4.2.1. Amendments to the Contract

The City Manager shall have sole authority to amend the Contract on behalf of the City.

4.2.2. Assignment of Contract

The Successful Proposer shall not assign any portions thereof, or any part of his/her operations, without written permission granted by the City through the City Manager, in the City's sole discretion.

4.2.3. Compliance with Orders and Laws and Cancellation

The Successful Proposer shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFQ. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of Contract.

4.2.4. Conflict of Interest

If any individual member of a proposing team, or an employee of a proposing team/firm, or an immediate family member of the same is also a member of any board, commission, or agency of the City, that individual is subject to the conflict of interest provisions of the City Code, Section 2-611.

The Code states that no City officer, official, employee or board, commission or agency member, or a spouse, son, daughter, parent, brother or sister of such person, shall enter into any contract, transact any business with the City, or appear in representation of a third party before the City Commission. This prohibition may be waived in certain instances by the affirmative vote of 4/5 of the City Commission, after a public hearing, but is otherwise strictly enforced and remains effective for two years subsequent to a person's departure from City employment or board, commission or agency membership.

This prohibition does not preclude any person to whom it applies from submitting a Proposal. However, there is no guarantee or assurance that such person will be able to obtain the necessary waiver from the City, even if such person were the Successful Proposer.

A letter indicating a conflict of interest for each individual to whom it applies shall accompany the submission package. The letter must contain the name of the individual who has the conflict; the relative(s), office, type of employment or other situation which may create the conflict; the board on which the individual is or has served; and the dates of service.

4.3. Contract Administrator

The Contract Administrator for the Contract shall be:

Name	Maria Nardi, Chief of Urban Design or Her Designee
Department Address	Department of Planning and Zoning 444 S.W. 2 nd Avenue, 3 rd Floor Miami, Florida 33130

4.4. Contract / Project Manager

Proposer shall include the name and telephone, and/or beeper number of the firm's intended City's Project Manager. In the event the Contract is awarded to Proposer, the City's Project Manager, designated by Successful Proposer, shall be available at one of these contact numbers on a daily basis during at least regular business hours, Monday through Friday, for purposes of addressing complaints and receiving information as to Contract performance. Should the Project Manager deemed acceptable by the City leave the Successful Proposer's firm for any reason, the City reserves the right to accept or reject any other proposed Project Manager.

4.5. Indemnification

The Successful Proposer shall agree to indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees), liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Successful Proposer to comply with any of the requirements specified within the Contract, or the failure of the Successful Proposer to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance under the Contract. Successful Proposer expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Successful Proposer, or any of its subcontractors, if applicable and as provided above, for which the Successful Proposer's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. The Indemnifications will be interpreted to comply with §725.06, Florida Statutes. *These*

Indemnification Provisions shall be interpreted and construed to comply with §725.06 and/or §725.08, Florida Statutes, as applicable.

4.6. Insurance

Within ten (10) days after notification of award, the Successful Proposer shall furnish Evidence of Insurance to the Purchasing Department, Department of Planning and Zoning, or to the Risk Management Department. These departments are located at City of Miami, 444 SW 2 Avenue, Miami, FL 33130. Please refer to Section 6.3 Indemnification and Insurance.

Execution of a Contract is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this RFQ, the Successful Proposer shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Successful Proposer fails to submit the required insurance documents in the manner prescribed in this RFQ, within fifteen (15) calendar days after the Successful Proposer has been made aware of Commission award, the Proposer may be in default of the contractual terms and conditions. Under such circumstances, the Successful Proposer may be prohibited from submitting future Responses to the City. Information regarding any insurance requirements shall be directed to the Risk Management Administrator, Risk Management Department, at (305) 416-1700. Additionally, Successful Proposer may be liable to the City for the cost of re-procuring the services, caused by Successful Proposer's failure to submit the required documents.

4.7. Hold Harmless

The Successful Proposer shall hold harmless and indemnify the City for any errors in the provision of services and for any fines which may result from the fault of the Successful Proposer.

4.8. Audit Rights and Records Retention

The Successful Proposer agrees to provide access to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of the Successful Proposer which are directly pertinent to this Contract, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment under the Contract and all other pending matters are closed. Successful Proposer's failure to adhere to, or refusal to comply with, this condition shall result in the immediate cancellation of the Contract by the City.

4.9. Proposer's Warranty

Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services specified herein.

4.10. Ownership of Documents

The Successful Proposer is permitted to make and maintain duplicate copies of the files, records, documents, etc. if the Successful Proposer is desirous of such records subsequent to contract termination. However, in no way shall the confidentiality as permitted by applicable law be breached.

SECTION V

5.0. INSTRUCTIONS FOR SUBMITTING A RESPONSE

The following information and documents are required to be provided with Proposer's Response to this RFQ. Failure to do so may deem your proposal non-responsive.

5.1 Submission Requirements

The following documents must be submitted as part of the Response to this RFQ:

Each submittal must contain the following documents, each fully completed, and signed as required. Submittals which do not include all required documentation, or are not submitted in the required format, or do not have the appropriate signatures on each document, may be deemed to be non-responsive. Non-responsive submittals will receive no further consideration.

A. CONTENTS OF QUALIFICATION STATEMENT

1. Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

2. Executive Summary

Provide a Letter of Executive Summary and provide a brief narrative which includes a statement of interest; identification of key team members and any sub-contractors and work to be performed, if applicable; understanding of the scope of work, the proposed approach to the work; understanding of the key elements; the project manager/contact person; and deliverables.

3. Qualifications and Experience of Proposer

- Indicate the firm's number of years of experience in providing architectural, engineering and or landscape architectural professional services.
- Provide a description of similar, completed projects, including a description of the public facilitation process used in those projects;
- Provide any accreditation by professional organizations;
- Provide Experience in working with local, state, and federal government agencies, particularly in working with a diverse community and governmental constituencies; consensus building; and its ability to interface successfully with other agencies or firms.
- Provide applicable Licenses and any other pertinent information;
- Provide Proposer's qualifications and experience related specifically to waterfront urban design, landscape architecture, and planning – particularly for cultural destinations with museums, including an emphasis on open space and conceptualization of a Master Plan that integrates the waterfront.
- Discuss its experience in urban waterfront planning and design, including experience in architecture, landscape architecture, civil engineering, land use

planning, public outreach, transportation planning/engineering, environmental studies, economic and financial analysis.

- Provide Proposer's track record of work particularly with museums accredited by the American Association of Museums, and Association of Science and Technology Centers, and its experience with an environment(s) sensitive to parks, natural systems, and diverse cultural groups.
- Discuss its ability to plan and design public spaces in waterfront neighborhoods that reinforce the public domain and human scale; its ability to address transportation with the capability of analyzing pedestrian, bicycle and vehicular flow patterns and linkages with and adjacent to the project area; and experience with cultural park governance.
- Submit the Proposer's Standard Form (SF) 254 (linked Attachment to RFQ) and provide any other documentation which demonstrates their ability to satisfy all of the minimum qualification requirements. Submittals which do not contain such documentation may be deemed non-responsive.

4. Ability to Perform Required Services

Qualifications and Experience of the Project Team

- Submit Standard Form (SF) 255 (linked Attachment to RFQ) for this engagement.
- List the members of the project team by name, race, ethnicity, gender, language(s) spoken, and specific tasks to be performed for this engagement.
- For the personnel to be assigned to this engagement, provide each of their qualifications. Provide a brief resume including education, experience, previous working relationships and work performed of a similar nature, licenses, and any other pertinent information should be included for each team member, including sub-consultants. Documentation should be provided which demonstrates their ability to satisfy all of the minimum requirements.
- Describe any previous redevelopment and museum/science center development experience. Include demonstrated experience on large-scale public sector projects, both for the Project Team and those individuals assigned to engagement.

Submittals which do not contain such documentation may be deemed non-responsive.

Qualifications and Experience of the Project Manager

- Identify the Project Manager by name, job description, race/ethnicity/gender.
- Provide a comprehensive summary of the education, licenses, experience and qualifications of the individual(s) who will be selected to serve as the Project Manager(s) for the City. (Individuals MUST have a minimum of five (5) years' experience in architectural, engineering or landscape architectural services, and have served as project manager/construction manager on similar projects on a minimum of three previous occasions.)
- Provide resume, licenses and discuss experience of a similar nature, particularly as it relates to redevelopment and museum/science center development.

Submittals which do not contain such documentation may be deemed non-responsive.

5. **Previous Similar Projects**

Provide a list of similar projects. Information should include past performance on projects of similar scope and nature, including cost and budget control, quality of work, and compliance with performance schedules and standards, along with the following information:

- Client Name, address, phone number.
- Description of work performed by Proposer.
- Year the project was completed and overall fees paid to firm.
- Total cost of the construction, both estimated and actual. Indicate reason(s) for any cost overruns
- Describe the Proposer's most relevant master planning projects including the following information:
 - Project description including location, commencement and completion dates, size of area, and public process
 - Project photographs and renderings, 8 1/2" x 11"
 - Specific implementation steps that were achieved following the Plan
 - A client contact person, preferably the city or redevelopment project manager, name, title, and telephone number for each project cited.
 - Provide at least one (1) Sample Master Plan previously completed by Proposer and similar in scope to that requested within this RFQ.

6. **Project Approach to Scope of Work and Schedule**

- Describe your overall approach and methodology given Bicentennial Park Charrette's public input of desired design elements and objectives.
- Provide your understanding of the Scope of Work and the Museum Park's purpose and goals.
- Describe the project's approach including engagement of museums, City officials, park representatives and community stakeholders in a public process, and its ability to interface successfully with other agencies or firms.
- Discuss how Proposer would supervise personnel and manage engagement in order to meet deadline(s) and budget.
- List your current projects and discuss the firm's ability to allocate appropriate time and resources to the project, in addition to current and expected 2004 workload.
- Provide deliverables with time frames for completion of each deliverable. Specify the time required for completion of entire engagement.
- Discuss the Project Manager's ability to participate in community meetings and public hearings and presentation to boards including but not limited to Parks Advisory Board, Waterfront Advisory Board, Planning Advisory Board, and the City Commission.

7. **Minority/Women Business Enterprise Participation**

For Proposers seeking M/WBE consideration in the evaluation process, Proposers must be certified by the City, State of Florida, Miami-Dade County School Board or Miami-Dade County as an M/WBE prior to proposal submission date. Additionally, the following documents must be submitted with Proposal, if applicable:

- City of Miami Minority/Business Affairs Registration Affidavit or an Affidavit from one of the above listed entities

8. Local Preference

- Complete the attached Local Office Location Affidavit.
- Provide location from which the Consultant will be based to perform the work.

9. Acknowledgment of Addenda and Respondent Information Forms (Section 7) "RFQ Response Forms" (see check list).

Any firm(s) involved in a joint venture in its Proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

Proposer must clearly reflect in its Proposal any Sub-Consultants proposed to be utilized, and provide for the sub-consultant the same information required of Consultant. The City retains the right to accept or reject any Sub-Consultants proposed.

Throughout this RFQ, the phrases "must" and "shall" will denote mandatory requirements. Any Proposer's proposed system that does not meet the mandatory requirements is subject to immediate disqualification.

When responding to this RFQ, all Proposers shall adhere to the guidelines defined below. Any and all Responses that do not follow the prescribed format are subject to immediate disqualification.

- A. Completed Response forms, including all required forms included with this RFQ. Refer to Checklist(s) for guidance on the information and documentation to be provided with Response.
- B. Copy of Current City / County Occupational License(s), where applicable
- C. Additional forms and Acknowledgments

- Proposers should complete and submit as part of its Proposal all of the following forms and/or documents:

- 7.1 RFQ Information Form
- 7.2 Certificate of Authority
- 7.3 Insurance Requirements
- 7.4 Local Office Location Affidavit
- 7.5 Debarment and Suspension Certificate
- 7.6 Statement of Compliance with Ordinance 10032
- 7.7 Copy of Proposer's Occupational License
- 7.8 Proof of current Miami M/WBE Certification, if applicable
- 7.9 Conflict of Interest, if applicable

- 7.10 Complete Proposal, including all required documentation Licenses, etc.

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

5.2. Response Format

One (1) original and ten (10) bound copies, of your complete response to this RFQ must be delivered to:

Ms. Priscilla A. Thompson, City Clerk
City of Miami
Office of the City Clerk
3500 Pan American Drive
First Floor
Miami, Florida 33133

Responses must be clearly marked on the outside of the package referencing **RFQ NO. 03-04-022, MASTER PLAN FOR BICENTENNIAL PARK "MUSEUM PARK MIAMI."**

Responses received after the date and time stated in the RFQ will not be accepted and shall be returned unopened to Proposer.

Responses received at any other location than the aforementioned or after the Proposal submission date and time shall be deemed non-responsive.

Responses should be signed by an official authorized to bind the Proposer to the provisions given in the Proposal. Responses are to remain valid for at least 180 days. Upon award of a Contract, the contents of the Proposal of the Successful Proposer may be included as part of the Contract, at the City's discretion.

Proposers must provide a response to each issue. Responses should be prepared in a concise manner with an emphasis on completeness and clarity.

SECTION VI

EVALUATION / SELECTION PROCESS

The procedure for response evaluation and selection is as follows:

1. Request for Qualifications issued.
2. Receipt of responses.
3. Opening and listing of all responses received.
4. A Certification Committee consisting of design professionals and City staff will review each submission for compliance with the submission requirements of the RFQ, including verifying that each submission includes all documents required. In addition, the Certification Committee will ascertain whether the provider is qualified to render the required services according to State regulations.
5. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each certified response in accordance with the requirements of this RFQ. The Committee shall select a minimum of three (3) firms deemed to be the most highly qualified to perform the required service, unless fewer than three proposals are received, to provide brief public presentations.
6. The Evaluation Committee shall forward their recommendation to the City Manager in rank order the response or responses of which the Evaluation Committee deems to be in the best interest of the City.

EVALUATION CRITERIA

Responses shall be evaluated based upon the following criteria and weight:

<u>CRITERIA</u>	<u>PERCENTAGE</u>
Qualifications and Experience of Proposer	25
Ability to Perform Required Services	20
Previous Similar Projects	25
Project Approach to Scope of Work & Schedule	25
Minority / Women Business Enterprise Participation	2.5
Local Preference (City of Miami)	<u>2.5</u>
	100 %

EVALUATION/SELECTION PROCESS – Continued

7. After considering the recommendation(s) of the Evaluation Committee, the City Manager shall recommend to the City Commission, in rank order, the response or responses which the City Manager deems to be in the best interest of the City.

8. The City Commission shall consider the City Manager's and the Evaluation Committees recommendation(s) and, if appropriate and required, approve the City Manager's recommendation(s). The City Commission may also reject any or all responses.

7.0. RFQ RESPONSE FORMS

CHECK LIST

This checklist is provided to help you conform to all form/document requirements stipulated in this RFQ and attached herein.

	<u>Submitted With Proposal</u>
7.1 RFQ Information Form This form <i>must be completed, signed, and returned</i> with Proposal.	YES _____
7.2 Certificate of Authority, to be completed, signed and returned with Proposal. Complete applicable form only. 7.2.1. Certificate of Authority (If Corporation) 7.2.2. Certificate of Authority (If Partnership) 7.2.3. Certificate of Authority (If Joint Venture) 7.2.4. Certificate of Authority (If Individual)	YES _____
7.3 Insurance Requirements Acknowledgment of receipt of information on the insurance requirements for this RFQ (<i>must be signed</i>)	YES _____
7.4 Primary Office Location Affidavit, if applicable	YES _____
7.5 Debarment and Suspension Certificate (<i>must be signed</i>)	YES _____
7.6 Statement of Compliance with Ordinance 10032	YES _____
7.7 Proof of current Occupational License	YES _____
7.8 Proof of current M/WBE Certification, if applicable Applies to M/WBE firms registered with the City See 3.6 of General Conditions Provide copy of registration.	YES _____
7.9 Conflict of Interest, if applicable See 4.2.5 of Special Conditions of Proposed Contract	YES _____

7.1. RFQ INFORMATION FORM

RFQ NO. 03-04-022

MASTER PLAN FOR BICENTENNIAL PARK "MUSEUM PARK MIAMI"

I certify that any and all information contained in this RFQ is true; and I further certify that this RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFQ for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFQ, and certify that I am authorized to sign for the Proposer firm. Please print the following and sign your name:

Firm's Name: _____

Principal Business Address: _____

Telephone: _____ Fax: _____

E-mail address: _____

Name: _____

Title: _____

Authorized Signature: _____

7.2.1

CERTIFICATE OF AUTHORITY
(IF CORPORATION)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____

a corporation existing under the laws of the State of _____, held on _____
, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Proposal dated, _____, 20_____, to the City of Miami and this corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

7.2.2

CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____
_____ organized and existing under the laws of the State of _____, held on _____, 20 _____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby authorized to execute the Proposal dated, _____ 20 _____, to the City of Miami and this partnership and that their execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

7.2.3

CERTIFICATE OF AUTHORITY
(IF JOINT VENTURE)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of
the _____

organized and existing under the laws of the State of
_____, held on _____,
20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Joint
Venture be and is hereby authorized to execute the Proposal dated, _____ 20____, to
the City of Miami official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of
_____, 20_____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.

7.3. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

Successful Proposer shall indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, cost, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Successful Proposer or its employees, agents, or subcontractors (collectively referred to as "Proposer"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the Successful Proposer to comply with any of the provisions in the Contract or the failure of the Successful Proposer to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the Contract. Successful Proposer expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Proposer, or any of its subcontractors, as provided above, for which the Successful Proposer's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

Successful Proposer further agrees to indemnify, defend and hold harmless the Indemnities from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, in any way related, directly or indirectly, to Successful Proposer's performance under the Contract, compliance with which is left by the Contract to the Proposer, and (ii) any and all claims, and/or suits for labor and materials furnished by the Successful Proposer or utilized in the performance of the Contract or otherwise.

Where not specifically prohibited by law, Successful Proposer further specifically agrees to indemnify, defend and hold harmless the Indemnities from all claims and suits for any liability, including, but not limited to, injury, death, or damage to any person or property whatsoever, caused by, arising from, incident to, connected with or growing out of the performance or non-performance of the Contract which is, or is alleged to be, caused in part (whether joint, concurrent or contributing) or in whole by any act, omission, default, or negligence (whether active or passive) of the Indemnities. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability.

The Successful Proposer shall furnish to City of Miami, c/o Capital Improvement Department, 444 SW 2nd Avenue, 8th Floor, Miami, Florida 33130, Certificate(s) of Insurance prior to contract execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

I. **COMMERCIAL GENERAL LIABILITY**

A.	Limits of Liability	
	Bodily Injury and Property	
	Combined Single Limit	
	Each Occurrence	\$1,000,000
	General Aggregate Limit	\$2,000,000
	Personal and Adv. Injury	\$1,000,000
	Products/Completed Operations	\$1,000,000

- B. Endorsements Required
- City of Miami included as an Additional Insured
 - Employees included as insured
 - Contractual Liability
 - Waiver of Subrogation

Premises/ Operations
Care, Custody and Control Exclusion Removed

II. **AUTOMOBILE BUSINESS**

- A. Limits of Liability
Bodily Injury and Property Damage Liability
Combined Single Limit
Any Auto
Including Hired, Borrowed or Non-Owned Autos
Any One Accident \$ 1,000,000
- B. Endorsements Required
City of Miami included as an Additional Insured
Employees included as insured
Waiver of Subrogation

III. **WORKER'S COMPENSATION**

Limits of Liability
Statutory-State of Florida

IV. **PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS COVERAGE**

Combined Single Limit \$1,000,000
 Each Occurrence \$1,000,000
 General Aggregate Limit
 Deductible- not to exceed 10%

The City is required to be named as additional insured. **BINDERS ARE UNACCEPTABLE.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Successful Proposer.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide or acceptance of insurance company which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

NOTE: CITY RFQ NUMBER AND/OR TITLE OF RFQ MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the Successful Proposer of his liability and obligation under this section or under any other section of this Agreement.

The Successful Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Proposer.

--If insurance certificates are scheduled to expire during the contractual period, the Successful Proposer shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration.

--In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall:

- A) Suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the RFQ.
- B) The City may, at its sole discretion, terminate the Contract for cause and seek re-procurement damages from the Successful Proposer in conjunction with the violation of the terms and conditions of the Contract.

The undersigned Proposer acknowledges that they have read the above information and agrees to comply with all the above City requirements.

Proposer: _____ Signature: _____
(Company name)

Date: _____ Print Name: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.

7.4. LOCAL OFFICE LOCATION AFFIDAVIT (COMPLETE ONLY IF YOUR FIRM IS LOCATED WITHIN THE CITY OF MIAMI)

Please type or print clearly. This Affidavit must be completed in full, signed and notarized ONLY if your office is located within the corporate limits of the City of Miami.

Legal Name of Firm: _____ Entity Type: (check one box only) Partnership Sole Proprietorship Corporation

Corporation Doc. No: _____ Date Established: _____ Occupational License No: _____
Date of Issuance: _____

Office Location: _____

PRESENT
Street Address: _____

City: _____ State: _____ How long at this location: _____

The intention of this section is to benefit local bona fide bidders/proposers to promote economic development within the corporate limits of the City of Miami.

I (we) certify, under penalty of perjury, that the office location of our firm has not been established with the sole purpose of obtaining the advantage granted bona fide local bidders/proposers by this section.

(Corporate Seal)

Authorized Signature

Print Name

Title

Authorized Signature

Print Name

Title

(Must be signed by the corporate secretary of a Corporation or one general partner of a partnership or the proprietor of a sole proprietorship or all partners of a joint venture.)

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

Personally known to me; or

Subscribed and Sworn before me that this is a true statement this _____ day of _____ 200____ Produced identification:

Notary Public, State of Florida

My Commission expires

(Seal)

Printed name of Notary Public

Please submit with your bid copies of Occupational License, professional and/or trade License to verify local status. The City of Miami also reserves the right to request a copy of the corporate charter, corporate income tax filing return and any other documents(s) to verify the location of the firm's office location.

7.5. DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the City Attorney, shall have the authority to debar a contractual party for the causes listed below from consideration for award of city contracts. The debarment shall be for a period of not fewer than three (3) years. The City Manager shall also have the authority to suspend a contractor from consideration for award of city contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the City Attorney, and the City Commission.

(b) Causes for debarment or suspension include the following:

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or Responses;
4. Violation of contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
5. Debarment or suspension of the contractual party by any federal, state or other governmental entity;
6. False certification pursuant to paragraph (c) below; or
7. Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the contractual party performing city contracts.

(c) Certification:

All contracts for goods and services, sales, and leases by the City shall contain a certification that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b) (5).

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above, or debarred or suspended as set forth in paragraph (b) (5).

Company name: _____

Signature: _____

Date: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

7.6. STATEMENT OF COMPLIANCE WITH ORDINANCE NO. 10032

Proposer certifies that (s)he has read and understood the provisions of City of Miami Ordinance No. 10032 (Section 18-105 of the City Code) pertaining to the implementation of a "First Source Hiring Agreement."

Proposer will complete and submit the following questions as part of the RFQ Proposal.

Violations of this Ordinance may be considered cause for annulment of a Contract between the Successful Proposer and the City of Miami.

A. Do you expect to create new positions in your company in the event your company was awarded a Contract by the City?
_____ Yes _____ No

B. In the event your answer to Question "A" is yes, how many new positions would you create to perform this work? _____

C. Please list below the title, rate of pay, summary of duties, number of positions, and expected length or duration of all new positions which might be created as a result of this award of a Contract.

POSITION/TITLE	RATE OF PAY Hourly/Weekly	DUTIES	NUMBER OF POSITIONS	EXPECTED LENGTH OR DURATION
----------------	------------------------------	--------	------------------------	-----------------------------------

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____
- 7) _____
- 8) _____

(Use additional sheets if necessary)

PROPOSER NAME: _____

SIGNATURE/TITLE: _____

DATE: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY PROPOSAL.

CITY OF MIAMI
CITY-OWNED PROPERTIES
HISTORIC DESIGNATION STATUS

<u>Name and Address</u>	<u>National Register of Historic Places</u>	<u>Local Historic Site Designation</u>
Brickell Mausoleum Brickell Park, 501 Brickell Avenue	Yes	In Process
City of Miami Cemetery 1800 N.E. 2 Avenue	Yes	Yes
Fire Station No. 2 (Old) 1401 N. Miami Avenue	Yes	Yes
Fire Station No. 4 (Old) 1000 S. Miami Avenue	Yes	Yes
Former Black Police Precinct 1009 NW 5 th Avenue	No	Yes
Fort Dallas Lummas Park, 404 N.W. 3 Street	In Process	Yes
Dr. James M. Jackson Office 190 S.E. 12 Terrace	Yes	Yes
Miami River Rapids Archeological Zone 2801-2916 N.W. South River Drive	No	Yes
Olympia Theater and Office Building 174 E. Flagler Street	Yes	Yes
Palm Cottage (Flagler Worker's House) Fort Dallas Park, 60-64 S.E. 4 Street	Yes	Yes
Pan American Seaplane Base & Terminal Building 3500 Pan American Drive	Yes	Yes
U.S. Coast Guard Air Station at Dinner Key 2600 South Bayshore Drive	Yes	Yes
Virginia Key Beach Park 3861 Rickenbacker Causeway	Yes	No
William Wagner House Lummas Park, 404 N.W. 3 Street	In Process	Yes



City of Miami

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Text File Report

File ID: 06-00112	Type: Resolution	Status: Passed
Enactment #: R-06-0082		Enactment Date: 2/9/06
Version: 2	Introduced: 1/19/06	Controlling Body: Office of the City Clerk

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING AN INCREASE IN THE AMOUNT OF THE NEGOTIATED PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") WITH COOPER ROBERTSON AND PARTNERS LLP, PURSUANT TO RESOLUTION NO. 05-0113, ADOPTED FEBRUARY 24, 2005, FOR ADDITIONAL WORK REQUIRED FOR MASTER PLANNING SERVICES FOR THE MUSEUM PARK PROJECT, IN AN AMOUNT NOT TO EXCEED \$65,500, INCREASING THE AGREEMENT FROM AN AMOUNT NOT TO EXCEED \$1,334,455, TO AN AMOUNT NOT TO EXCEED \$1,399,955; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, FOR SAID PURPOSE; AMENDING RESOLUTION NO. 05-0113, TO REFLECT SAID INCREASE.

WHEREAS, the City of Miami ("City") recognizes the key role parks play in providing educational, cultural, recreational, and other well-being programs to our citizens and visitors and is desirous of enhancing the quality of life of our citizens by providing state of the art facilities and programs; and

WHEREAS, pursuant to Resolution No. 05-0113, adopted February 24, 2005, the City Commission authorized the City Manager to execute a negotiated Professional Services Agreement ("Agreement") with the firm of Cooper Robertson & Partners LLP to provide a Master Plan for Museum Park ("Plan"); and

WHEREAS, funds were allocated from Capital Improvement Project ("CIP") No. 333143 and CIP No. 333144 in the total amount of \$1,400,000 and the Agreement's negotiated fee amount is \$1,334,455, leaving \$65,545 unencumbered and available; and

WHEREAS, additional services are necessary which would make the amended fee an amount not to exceed \$1,399,955; and

WHEREAS, the City Manager is authorized to execute an Amendment to the Agreement, in substantially the attached form, for said purpose,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. An increase in the amount of the Agreement with Cooper Robertson and Partners LLP, pursuant to Resolution No. 05-0113, adopted February 24, 2005, for additional work required for master planning services for the Museum Park Project, in an amount not to exceed \$65,500, increasing the Agreement from an amount not to exceed \$1,334,455, to an

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor (3)

**FIRST AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF MIAMI AND COOPER, ROBERTSON & PARTNERS LLP**

This document is the First Amendment (the "Amendment") to the Professional Services Agreement for a Master Plan for Bicentennial Park entered into between the parties on the 4th day of April, 2005 (the "Agreement") and is entered into this 19 day of January 2006, by and between the City of Miami, a municipal corporation of the State of Florida (the "City"), and Cooper, Robertson, & Partners LLP (the "Provider").

RECITALS

WHEREAS, the City recognizes the key role parks play in providing educational, cultural, recreational, and other well being programs to our citizens and visitors; and is desirous of enhancing the quality of life of our citizens by providing state of the art facilities and programs; and

WHEREAS, the City Commission adopted Resolution R 05-0013 on February 25, 2005, authorizing the City Manager to execute a negotiated Agreement with the Provider to provide a Master Plan for Museum Park; and

WHEREAS, a scope of services was negotiated for an amount not to exceed \$1,334,445.00; the scope included the certain design elements identified in the Amendment which were optional at time of negotiation, but have now become necessary to complete the Master Plan at a level of detail necessary for a concise and comprehensive plan; the additional services required increase the negotiated fee to increase from an amount not to exceed \$1,334,445.00 to an amount not to exceed \$1,399,955.00; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained this agreement, the City and Provider hereby agree to amend the Agreement as follows:

TERMS

1. The recitals and findings contained this Amendment are hereby adopted by reference thereto and incorporated herein as if fully set forth in this section.

2. Section 3. "Scope of Service" is modified to read as follows:

SCOPE OF SERVICE:

A. Provider agrees to provide the Services as specifically described, and subject to the special terms and conditions set forth in Exhibit "A-1" hereto, which by this reference is incorporated into and made a part of this Amendment.

B. Provider represents to the City that: (i) it possesses all qualifications, licenses, and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Exhibit "A-1".

3. Section 4. "Compensation" is now modified to read as follows:

COMPENSATION:

A. The amount of compensation payable by the City to Provider shall be increased by \$65,500.00 for a total amount guaranteed not to exceed \$1,399,955.00 (the "Total

Compensation"). The amount of compensation is based on the fees, rates and schedules described in Exhibit "B-1" hereto, which by this reference is incorporated into this Amendment; provided however, that in no event shall the total amount of compensation for the Scope of Services referenced in Exhibits "A" and "A-1" exceed \$1,399,955.00. Absent an amendment to this Amendment, additional services are not included in this compensation and shall only be provided upon a written amendment entered into by the City and Provider. The City shall not be liable for any costs, fees, expenses or charges beyond the total amount of compensation specified in this subsection for the Scope of Services referenced in Exhibits "A" and "A-1".

B. Unless otherwise specifically provided in Exhibit "B-1", payment shall be made within thirty (30) days after receipt of Provider's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should the City require one to be performed. Invoices shall be sufficiently detailed so as to comply with the "Florida Prompt Payment Act", §218.70-.79, Fla. Stat.

4. Except as expressly amended herein, all of the terms and provisions of the Agreement, shall remain in operative force and effect.

5. All Attachments and Exhibits are part of the Agreement, as amended, and are each deemed as being expressly incorporated by reference herein as if set forth in full in the Agreement, as amended.

[INTENTIONALLY LEFT BLANK]

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers duly authorized.

ATTEST:

CITY OF MIAMI, FLORIDA

By: _____
Priscilla A. Thompson, City Clerk

By: _____
Joe Arriola, City Manager

APPROVED AS TO INSURANCE REQUIREMENTS:

APPROVED AS TO LEGAL FORM AND CORRECTNESS FOR THE USE AND RELIANCE OF THE CITY OF MIAMI, FLORIDA, ONLY

By: _____
Dania Carrillo,
Risk Management Administrator

By: _____
Jorge L. Fernandez, City Attorney

ALEXANDER COOPER, FAIA,
PARTER COOPER, ROBERTON & PARTNERS

ATTEST:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

(Affix Corporate Seal)

(Authorized Corporate Officer)

EXHIBIT A-1 SCOPE OF SERVICES
Additional Services

Parcel B Master Plan
Master Plan Revision – Museum Location



EXHIBIT B-1 - COMPENSATION

Project Costs

Based on the scope and schedule given in Exhibit A

Scope of Services, and broken up by phase, our project costs are:

Phase I - Master Plan, Schematic Design	\$810,857
Phase II - Design Development	<u>\$523,598</u>
Total:	\$1,334,455

Additional Services as Described in

Exhibit A-1	<u>\$ 65,500</u>
Amended Total:	\$1,399,955

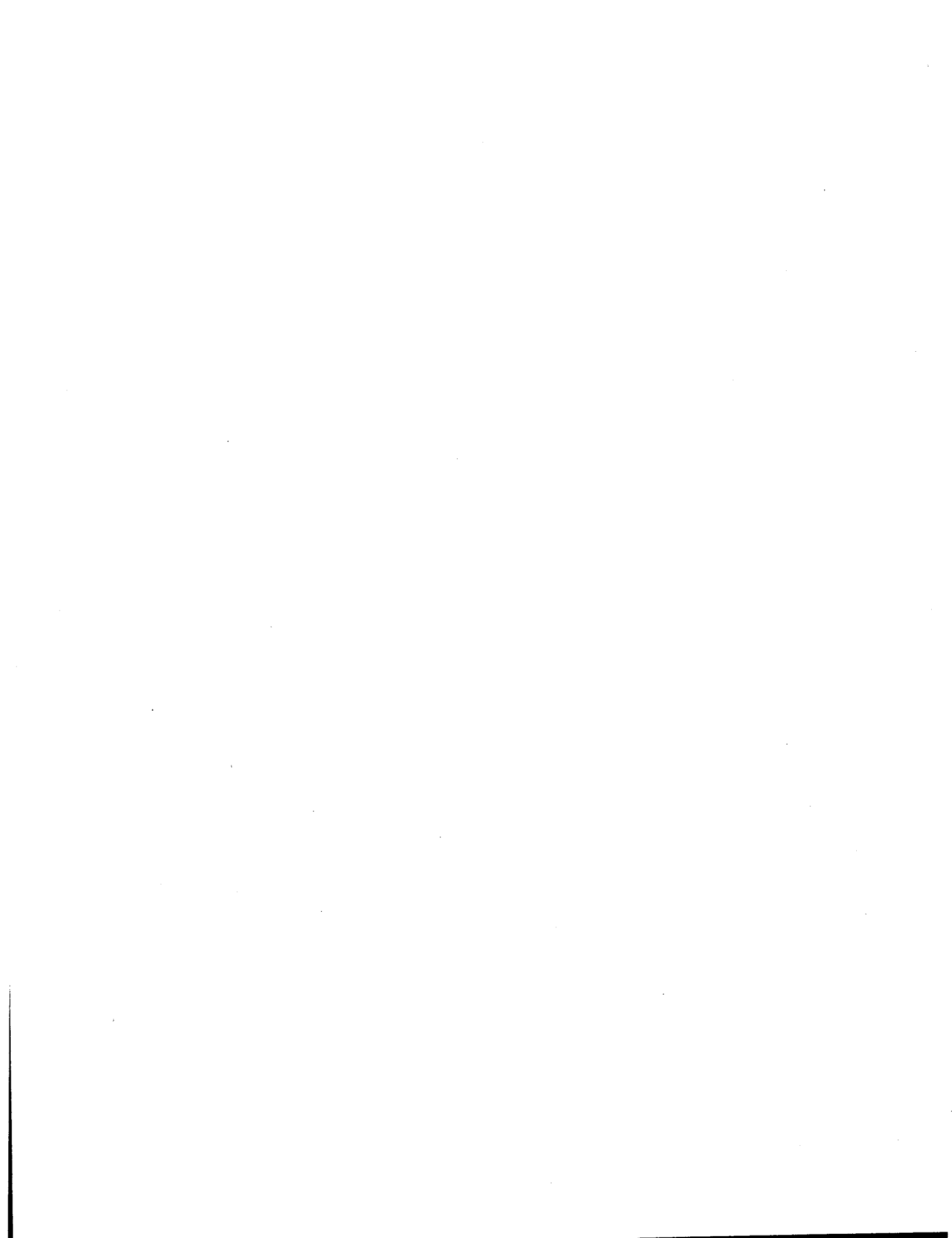
Payment Schedule

Invoices will be issued monthly as percentage of work completed and payment made within 45 days.



COMPOSITE EXHIBIT "B"

Inclusive of: Copies of Resolution No. 05-0113
Copies of Resolution No. 06-0082





City of Miami

City Hall
3500 Pan American Drive
Miami, FL 33133
www.ci.miami.fl.us

Text File Report

File ID: 05-00087

Type: Resolution

Status: Passed

Enactment #: R-05-0113

Enactment Date: 2/24/05

Version: 1

Introduced: 1/31/05

Controlling Body: Office of the City Clerk

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE A NEGOTIATED PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, WITH COOPER, ROBERTSON AND PARTNERS, TO PROVIDE A MASTER PLAN FOR THE MUSEUM OF SCIENCE (B30169) AND THE MIAMI ART MUSEUM (B30170), COLLECTIVELY KNOWN AS BICENTENNIAL PARK "MUSEUM PARK MIAMI" MASTER PLAN, IN THE AMOUNT NOT TO EXCEED \$1,344,455, FOR THE CONTRACT COSTS AND AN AMOUNT NOT TO EXCEED \$55,545, FOR ADDITIONAL COSTS INCURRED BY THE CITY OF MIAMI FOR SAID PROJECT; ALLOCATING FUNDS IN THE AMOUNT NOT TO EXCEED \$650,000, FROM CAPITAL IMPROVEMENTS PROJECT ("CIP") NO. 333143, THE AMOUNT NOT TO EXCEED \$650,000, FROM CIP NO. 333144 AND THE AMOUNT NOT TO EXCEED \$100,000, FROM AVAILABLE SOURCES TO BE IDENTIFIED BY THE CITY MANAGER AND REPORTED TO THE CITY COMMISSION NO LATER THAN MARCH 24, 2005.

WHEREAS, the City of Miami ("City") held a charrette and numerous public meetings regarding the future of Bicentennial Park and in July, 2000, the trustees of the Miami Art Museum and Miami Museum of Science adopted a joint resolution establishing the collaborative goal of creating "Museum Park Miami" in Bicentennial Park; and

WHEREAS, Request for Qualifications ("RFQ") No. 03-04-022 was issued to secure a multi-disciplinary team of consultants with demonstrated experience in waterfront landscape architecture and urban design to create a Master Plan for Bicentennial Park "Museum Park Miami," for the Office of the City Manager; and

WHEREAS, ten (10) proposals were received and evaluated by the Evaluation Committee, and short listed to four (4) proposers for oral presentations; and

WHEREAS, following oral presentations, the Evaluation Committee recommended that the City negotiate a Professional Services Agreement ("Agreement") with the top-ranked firm, Cooper, Robertson and Partners, and should negotiations fail, to negotiate with the second-ranked firm, EDAW, Inc.; and

WHEREAS, should negotiations fail with the top two-ranked firms, the Evaluation Committee will reconvene to determine its recommendation regarding the firm ranked third (Hargreaves Associates); and

WHEREAS, pursuant to Resolution No. 04-0344, adopted May 27, 2004, the City Commission accepted the recommendation of the City Manager approving the findings of the Evaluation Committee, pursuant to RFQ No. 03-04-022,

exceed \$100,000, from available sources to be identified by the City Manager and reported to the City Commission no later than March 24, 2005.

Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. (2)



City of Miami

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Text File Report

File ID: 06-00112

Type: Resolution

Status: Passed

Enactment #: R-06-0082

Enactment Date: 2/9/06

Version: 2

Introduced: 1/19/06

Controlling Body: Office of the City Clerk

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING AN INCREASE IN THE AMOUNT OF THE NEGOTIATED PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") WITH COOPER ROBERTSON AND PARTNERS LLP, PURSUANT TO RESOLUTION NO. 05-0113, ADOPTED FEBRUARY 24, 2005, FOR ADDITIONAL WORK REQUIRED FOR MASTER PLANNING SERVICES FOR THE MUSEUM PARK PROJECT, IN AN AMOUNT NOT TO EXCEED \$65,500, INCREASING THE AGREEMENT FROM AN AMOUNT NOT TO EXCEED \$1,334,455, TO AN AMOUNT NOT TO EXCEED \$1,399,955; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, FOR SAID PURPOSE; AMENDING RESOLUTION NO. 05-0113, TO REFLECT SAID INCREASE.

WHEREAS, the City of Miami ("City") recognizes the key role parks play in providing educational, cultural, recreational, and other well-being programs to our citizens and visitors and is desirous of enhancing the quality of life of our citizens by providing state of the art facilities and programs; and

WHEREAS, pursuant to Resolution No. 05-0113, adopted February 24, 2005, the City Commission authorized the City Manager to execute a negotiated Professional Services Agreement ("Agreement") with the firm of Cooper Roberson & Partners LLP to provide a Master Plan for Museum Park ("Plan"); and

WHEREAS, funds were allocated from Capital Improvement Project ("CIP") No. 333143 and CIP No. 333144 in the total amount of \$1,400,000 and the Agreement's negotiated fee amount is \$1,334,455, leaving \$65,545 unencumbered and available, and

WHEREAS, additional services are necessary which would make the amended fee an amount not to exceed \$1,399,955, and

WHEREAS, the City Manager is authorized to execute an Amendment to the Agreement, in substantially the attached form, for said purpose,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1 An increase in the amount of the Agreement with Cooper Roberson and Partners LLP, pursuant to Resolution No. 05-0113, adopted February 24, 2005, for additional work required for master planning services for the Museum Park Project, in an amount not to exceed \$65,500, increasing the Agreement from an amount not to exceed \$1,334,455, to an

Section 4 This Resolution shall become effective immediately upon its adoption and signature of the Mayor. (3)



City of Miami

Legislation

Resolution

City Hall
3500 Pan American
Drive
Miami, FL 33133
www.miamigov.com

File Number: 08-00013

Final Action Date:

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING AN INCREASE IN THE AMOUNT OF THE NEGOTIATED PROFESSIONAL SERVICES AGREEMENT, AS PREVIOUSLY AMENDED (COLLECTIVELY, THE "AMENDED AGREEMENT") WITH COOPER ROBERTSON AND PARTNERS LLP ("PROVIDER"), FOR ADDITIONAL SERVICES REQUIRED FOR THE MASTER PLANNING OF THE MUSEUM PARK PROJECT ("THE PLANNING PROJECT"), INCREASING THE AMENDED AGREEMENT FEE FOR THE PLANNING PROJECT BY ONE HUNDRED EIGHTY FIVE THOUSAND FIVE DOLLARS (\$185,005.00), AND APPROPRIATING EIGHTY FIVE THOUSAND FIVE DOLLARS (\$85,005.00) FROM ACCOUNT NO. 00001.351000.53100 AND ONE HUNDRED THOUSAND DOLLARS, (\$100,000.00), FROM CAPITAL IMPROVEMENT PROJECT NO. B30538, FOR A TOTAL AMOUNT NOT TO EXCEED ONE MILLION, FIVE HUNDRED AND EIGHTY FIVE THOUSAND DOLLARS (\$1,585,000.00) FOR SAID PLANNING PROJECT; AUTHORIZING THE CITY MANAGER TO REINSTATE THE AMENDED AGREEMENT, TO CONTINUE, TO AMEND, AND TO EXECUTE A SECOND AMENDMENT TO THE AMENDED AGREEMENT THROUGH APRIL 3, 2008, IN SUBSTANTIALLY THE ATTACHED FORM, FOR SAID PURPOSE.

WHEREAS, the City of Miami ("City") recognizes the key role of parks in providing educational, cultural, recreational, and other well-being programs to our citizens and visitors and is desirable enhancing the quality of life of our citizens; and

WHEREAS, pursuant to Resolution No. 05-113, adopted February 24, 2005, the City Commission authorized the City Manager to execute a negotiated Professional Services Agreement ("Agreement") for an amount not to exceed One Million Three Hundred and Thirty Four Thousand, Four Hundred and Fifty Five Dollars (\$1,334,455.00) with the firm of Cooper Robertson & Partners LLP ("Provider") to provide a Master Plan for Museum Park (the "Planning Project"); and

WHEREAS, pursuant to Resolution No. 06-0082, adopted February 9, 2006, the City Commission authorized increasing the negotiated fee not to exceed One Million, Three Hundred and Ninety-Nine Thousand, Nine Hundred and Ninety-Five Dollars (\$1,399,995.00) and authorized the City Manager to enter into an amendment to the Agreement (the "First Amendment", the Agreement and the First Amendment being collectively the "Amended Agreement"); and

WHEREAS, although the Amended Agreement expired, such Amended Agreement provided that Provider would be able to continue to complete the required services for the Planning Project with City Commission approval and the City Commission has directed that additional services are necessary to complete the Planning Project, all of which make a Second Amendment (the "Second Amendment") necessary to reinstate, continue, and amend the Amended Agreement and require an increase in the Second Amendment fee amount not to exceed a total of One Hundred and Eighty-Five Thousand Five

Dollars (\$185,005.00), requiring an appropriation of Eighty Five Thousand Five Dollars (\$85,005.00) from Account 00001.351000.53100 and One Hundred Thousand Dollars (\$100,000.00) from Capital Improvement Project No. B30538; and

WHEREAS, it is in the best interest of the City for the City Manager to be authorized to execute the Second Amendment to the Agreement, in substantially the attached form, for said purpose and to extend the time of completion of the Planning Project through April 3, 2008;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. An increase in the amount of the negotiated professional services agreement, as previously amended (collectively, the "Amended Agreement") with Cooper Robertson and Partners LLP ("Provider") for additional services required for the master planning of the Museum Park Project (the "Planning Project") is approved, increasing the Amended Agreement fee for the Planning Project by One Hundred and Eighty-Five Thousand and Five Dollars (\$185,005.00), and appropriating Eighty-Five Thousand and Five Dollars (\$85,005.00) from Account No. 00001.351000.53100 and One Hundred Thousand Dollars (\$100,000.00), from Capital Improvement Project No. B30538 for a total amount not to exceed One Million, Five Hundred and Eighty-Five Thousand (\$1,585,000.00) for said Planning Project.

Section 3. The City Manager is authorized{1} to reinstate the Amended Agreement, to continue, to amend, and to execute a Second Amendment to the Amended Agreement through April 3, 2008, in substantially the attached form, for said purpose.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor{2}

APPROVED AS TO FORM AND CORRECTNESS:

JORGE L. FERNANDEZ
CITY ATTORNEY

RJF

Footnotes:

{1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions.

{2} If the Mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.

SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
By and Between
The City of Miami, Florida
and
Cooper, Robertson & Partners, LLP

This Second Amendment ("Second Amendment") is entered into this _____ day of _____, 2007 (but effective as of _____, 2007, being the "Effective Date") is reinstating, amending, continuing, and extending the Professional Services Agreement which became effective April 4, 2005 (the "Original Agreement"), as amended by first amendment which became effective _____, 2006 (the "First Amendment") by and between the City of Miami, a municipal corporation of the State of Florida, whose address is 444 S.W. 2nd Avenue, 10th Floor, Miami, Florida 33130 ("City") and Cooper, Robertson & Partners, LLP., a _____ limited liability partnership qualified to do business in Florida whose principal address is _____ ("Provider").

RECITALS:

WHEREAS, The Commission of the City of Miami ("Commission") (i) by Resolution No. 04-0344 adopted on May 27, 2004, accepted the recommendations of the City Manager approving the findings of the Evaluation Committee pursuant to Request for Qualifications No. 03-04-022 and all addenda thereto (collectively, the "RFQ") which designated Provider as the most qualified to provide a Master Plan for the Museum of

Science (B30169) and Miami Art Museum (B30170) collectively known as Bicentennial Park "Museum Park" (the "Museum Park Master Plan") and authorized the City Manager to negotiate a Professional Services Agreement with Provider, and (ii) by Resolution No. 05-0113, adopted February 24, 2005, as amended by Resolution No. 06-0082, adopted on February 9, 2006, authorized the City Manager to enter into the Original Agreement and the First Amendment with Provider (copies of which is attached hereto, made a part hereof, and incorporated hereby as Composite Exhibit A) under the terms and conditions set forth therein in an amount not to exceed One Million, Three Hundred Ninety-Nine Thousand, Nine Hundred and Ninety Five Dollars and No Cents (\$1,399,995.00)(the "Original Approved Maximum Amount"); and

WHEREAS, the RFQ, Resolution No. 04-0344, Resolution No. 05-0113, Resolution No. 06-0082 and the Original Agreement and the First Amendment contemplate that due to the nature of the Museum Park Master Plan processes, additional services and follow-up with the City and the public may be necessary, and accordingly the Original Agreement and the First Amendment may be further amended and extended beyond the original 12-month period, as extended by the First Amendment, in order to complete services and that any increase in the Original Approved Maximum Amount would need to be further amended by approval of the City Commission; and

WHEREAS, the City Commission has directed and additional services identified in the First Amendment which were optional at time of negotiation, have become necessary to complete the Museum Park Master Plan with a level of detail necessary for a concise and comprehensive plan and such additional services required increase the time

needed until April 3, 2008 and increase the previously negotiated fee from an amount not to exceed \$1,399,995.00 to an amount not to exceed \$1,585,000.00; and

WHEREAS, the City and the Provider both desire to enter into this Second Amendment to the Original Agreement as previously amended by the First Amendment in order to reinstate and to further amend, continue, and extend the Original Agreement and the First Amendment as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Provider and the City agree as follows:

TERMS:

1. **RECITALS AND INCORPORATIONS:** The recitals are true and correct and are hereby incorporated into and made a part of this Second Amendment to the Original Agreement. The Original Agreement and the First Amendment and all attachments thereto are hereby incorporated, made a part of this Second Amendment, and attached hereto as "Composite Exhibit A", including: the City's RFQ as Exhibits "A" to the Original Agreement and the First Amendment; the Scope of Services, including the Budget, Schedule and List of Sub-Consultants as Exhibits "B" to the Original Agreement and the First Amendment; and the City's Resolutions No.05-0113 and No. 06-0082 as Composite Exhibit "B". Additionally Amended Exhibit A-2, Amended Exhibit B-2, Amended Exhibit C, and Amended Exhibit D, to this Second Amendment are hereby incorporated into and made a part of this Second Amendment to the Original Agreement as amended previously by the First Amendment. This Second Amendment, the Original Agreement, and the First Amendment, including all Exhibits to Second Amendment, the

Original Agreement, and the First Amendment shall collectively be referred to and shall collectively form the "Agreement".

2. **TERM:** Section 2 of the Original Agreement, as amended by the First Amendment is hereby further reinstated, amended, continued and extended so that the term of the Agreement shall end on April 3, 2008. Any further amendment, continuation, and extension beyond April 3, 2008 shall require City Commission approval in order to extend, continue, or amend the Agreement.

3. **SCOPE OF SERVICES:** Section 3 of the Original Agreement and the First Amendment are hereby further reinstated, amended, continued and extended as follows:

A. Provider agrees to provide the Services as specifically described, and subject to the special terms, conditions, budget and schedule set forth in Amended Exhibit A-2 Scope of Services hereto ("Amended Exhibit A-2"), which by this reference is incorporated into and made a part of the Agreement. All formats for the Services are to be as directed in writing from time to time by the City's Project Administrator.

B. Provider represents to the City that: (i) it continues to possess all qualifications, licenses and expertise required for the performance of the Services, including but not limited to full qualification to do business in Florida and full-time professional architect(s) licensed and working in the State of Florida; (ii) it is not delinquent in the payment of any sums due the City, including payment of permits, fees, occupational licenses, etc., nor in the performance of any obligations to the City, (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof,

fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner, at such times, and for the budgeted amounts described in Amended Exhibit "A-2", and (v) each person executing this Second Amendment on behalf of Provider has been duly authorized to so execute the same and fully bind Provider as a party to this Second Amendment.

The Provider and the City acknowledge and agree that all other terms, conditions, representations, warranties, and covenants of Section 3 of the Original Agreement and the First Amendment remain in full force and effect as amended, reinstated if necessary, continued, and extended by this Second Amendment..

4. **COMPENSATION:** The Original Agreement and the First Amendment are hereby reinstated, amended, continued and extended as follows:

A. The amount of compensation payable by the City to provider shall be increased by One Hundred Eighty Five Thousand Five Dollars and No Cents (\$185,005.00) for a total amount not to exceed One Million, Five Hundred Eighty Five Thousand Dollars and No Cents (\$1,585,000.00) (the "Total Compensation"). The Total Compensation is based upon the fees, rates, and schedules described in Exhibit "B-2" attached hereto, which by this reference is incorporated into this Second Amendment; provided, however, that in no event shall the Total Compensation for the Scope of Services referenced in Exhibits "A", "A-1", and "A-2" exceed One Million, Five Hundred and Eighty Five Thousand Dollars and No Cents (\$1,585,000.00). Absent any further amendment to this Second Amendment by approval of the City Commission, additional services are not included in the

compensation. Any further additional services beyond the Scope of Services referenced in Exhibits "A", A-1", and A-2" shall only be provided upon written amendment entered into by the City and Provider and approved by the City Commission.

B. Unless otherwise specifically provided in Exhibit "B-2", payment shall be made within thirty (30) days after receipt of Provider's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should the City require one to be performed. Invoices shall be sufficiently detailed so as to comply with the "Florida Prompt Payment Act", Sections 2.8-70-79, Florida Statutes, as amended from time to time.

The Provider and the City acknowledge and agree that all other terms, conditions, representations, warranties, and covenants of Section 4 of the Original Agreement remain in full force and effect as amended, reinstated if necessary, continued, and extended by this Second Amendment..

5. UPDATES OF INSURANCE REQUIREMENTS AND CORPORATE RESOLUTION. Provider has updated its insurance requirements as Amended Exhibit C attached hereto and made a part hereof and its corporate resolution as Amended Exhibit D attached hereto and made a part hereof.

6. ALL OTHER PROVISIONS OF ORIGINAL AGREEMENT AND THE FIRST AMENDMENT REMAIN CONTINUED AND EXTENDED. The Provider and the City acknowledge and agree that all other terms, conditions, representations, warranties, and covenants of the Original Agreement and the First remain in full force

and effect as reinstated, amended, continued, and extended by this Second Amendment., including all Exhibits to both the Original Amendment, the First Amendment, and this Second Amendment, to form the entire Agreement.. This instrument and its exhibits and attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Second Amendment, the Original Agreement, and the First Amendment as they collectively form the Agreement are of no force or effect.

7. **COUNTERPARTS:** This Second Amendment to the Original Agreement (as previously amended by the First Agreement) may be executed in three (3) or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

“City”

CITY OF MIAMI, a municipal corporation

ATTEST:

By: _____
Pedro G. Hernandez, City Manager

Priscilla A. Thompson, City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

APPROVED AS TO INSURANCE
REQUIREMENTS:

Jorge L. Fernandez
City Attorney

LeeAnn Brehm
Risk Management Director

"Provider"

Cooper, Robertson & Partners LLP

A New York limited liability partnership,
qualified to
do business in Florida

ATTEST:

Print Name: _____
Title: _____

(Corporate Seal)

By: _____
Print Name: Alexander Cooper, FAIA _____
Title: _____

(Authorized Corporate Officer)

**AMENDED EXHIBIT "A-2" - SCOPE OF SERVICES
ADDITIONAL SERVICES BEYOND THOSE IDENTIFIED IN EXHIBIT "A" OF
THE ORIGINAL AGREEMENT AND EXHIBIT "A-1" OF THE FIRST
AMENDMENT**

- Meetings with City and County entities to confirm park design components and program.
- Three public meetings to receive public comments:
 1. Present Design Development drawings to public, participate in discussion and receive comments.
 2. Confirm the park program and value engineer elements to reduce the project scope and costs,
 3. Prepare a revised Design Development document and cost estimate.
 4. Confirm the budget and schedule, taking into consideration the results of the value engineering process and feed-back from requested public meeting.
- On-going coordination of meetings with City, County and Museum entities leading to construction documents for the first phase of park construction.
- Continue Project Management services
- Study relationship between the proposed museums and the surrounding urban context.
- Amend Museum Area Guidelines as required
- Update December 2005 Illustrative Plan to correspond to the developed design
- Update the study model to correspond to the developed design
- Prepare PowerPoint presentations
- Prepare boards for public information sessions

AMENDED EXHIBIT B-2 – COMPENSATION

Pursuant to Resolution No. 08-_____, adopted _____, 2008, in a total amount not to exceed One Million, FIVE Hundred Eighty Five Thousand Dollars and No Cents (\$1,585,000.00) (the “Total Compensation”)

TO Be Checked by Risk Management

AMENDED EXHIBIT "C" – INSURANCE REQUIREMENTS

I. Commercial General Liability

- A. Limits of Liability
- | | |
|---|--------------|
| Bodily Injury and Property Damage Liability | |
| Each Occurrence | \$1,000,000 |
| General Aggregate Limit | \$ 2,000,000 |
| Personal and Adv. Injury | \$ 1,000,000 |
| Products/Completed Operations | \$ 1,000,000 |

B. Endorsements Required

City of Miami included as an Additional Insured
Employees included as insured
Contractual Liability
Independent Contractors Coverage
Waiver of Subrogation

II. Business Automobile Liability

- A. Limits of Liability
- | | |
|--|--------------|
| Bodily Injury and Property Damage Liability | |
| Combined Single Limit | |
| Any Auto | |
| Including Hired, Borrowed or Non-Owned Autos | |
| Any One Accident | \$ 1,000,000 |

B. Endorsements Required

City of Miami included as an Additional Insured
Employees included as insured

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of Subrogation

IV. Employer's Liability

- A. Limits of Liability
- | | |
|--|--|
| \$100,000 for bodily injury caused by an accident, each accident | |
| \$100,000 for bodily injury caused by disease, each employee | |

\$500,000 for bodily injury caused by disease, policy limit

V. **Professional Liability/Errors and Omissions Coverage**

Combined Single Limit	
Each Claim	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Deductible- not to exceed 10%	

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

**Amended EXHIBIT "D" – Authorizing RESOLUTIONS of Provider
AND EVIDENCE OF QUALIFICATION TO DO BUSINESS IN
FLORIDA**

(To be included upon document execution)



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

PREVIOUSLY APPROVED

1. DATE: 2/22/05 DISTRICT: 2
NAME OF PROJECT: Professional Services Agreement for Bicentennial Park "Museum Park" Master Plan
INITIATING DEPARTMENT/DIVISION: Planning & Development
INITIATING CONTACT PERSON/CONTACT NUMBER: Carmen Sanchez (305) 416-1417 & Enrique Nunez (305) 416-1419
C.I.P. DEPARTMENT CONTACT:
RESOLUTION NUMBER: CIP/PROJECT NUMBER: 333143 & 333144
ADDITIONAL PROJECT NUMBER: (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes,
TOTAL DOLLAR AMOUNT: \$1.4 Million (Allocated \$650,000 to each Museum account as per Summary Report dated 1/24/05)
SOURCE OF FUNDS: CIP#333143-Museum of Science/CIP#333144-Miami Art Museum
ACCOUNT CODE(S): CIP # 333143 & 333144

If grant funded, is there a City match requirement? [] YES [] NO
AMOUNT: EXPIRATION DATE:
Are matching funds Budgeted? [] YES [] NO Account Code(s):
Estimated Operations and Maintenance Budget

3. SCOPE OF PROJECT:
Individuals / Departments who provided input:
DESCRIPTION OF PROJECT: Scope is for the purpose of executing a negotiated Professional Services Agreement (PSA) with Cooper, Robertson and Partners pursuant to Request for Qualifications (RFQ) NO. 03-04-022 to provide a Master Plan for Museum of Science (B30169) and Miami Art Museum (B30170) known as Bicentennial Park "Museum Park".

ADA Compliant? [] YES [] NO [] N/A
Approved by Audit Committee? [X] YES [] NO [] N/A DATE APPROVED: 2/15/05
Approved by Bond Oversight Board? [] YES [] NO [] N/A DATE APPROVED: 2/22/05
Approved by Commission? [] YES [] NO [] N/A DATE APPROVED:
Community Mtg./Dist. Commissioner Approval? [] YES [] NO [] N/A DATES:
Revisions to Original Scope? [] YES [] NO (If YES see Item 5 below)
Time Approval [] 6 months [] 12 months Date for next Oversight Board Update:

4. CONCEPTUAL COST ESTIMATE BREAKDOWN
Has a conceptual cost estimate been developed based upon the initial established scope? [] YES [] NO If yes,
DESIGN COST:
CONSTRUCTION COST:
Is conceptual estimate within project budget? [] YES [] NO
If not, have additional funds been identified? [] YES [] NO
Source(s) of additional funds:
Approved by Commission? [] YES [] NO [] N/A DATE APPROVED:
Approved by Bond Oversight Board? [] YES [] NO [] N/A DATE APPROVED:

5. REVISIONS TO ORIGINAL SCOPE
Individuals / Departments who provided input:
Justifications for change:
Description of change:

Fiscal Impact [] YES [] NO HOW MUCH?
Have additional funds been identified? [] YES [] NO
Source(s) of additional funds:
Time impact
Approved by Commission? [] YES [] NO [] N/A DATE APPROVED:
Approved by Bond Oversight Board? [] YES [] NO [] N/A DATE APPROVED:

6. COMMENTS: County Bond \$ for museum. City is using City Bond museum \$ for master plan. 12-18 months to design development. Original Reso called for 4 acres per museum. Bond Board needs to protect this mandate from voters. Item will be presented to Commission on 2/24/05
APPROVAL: [Signature] DATE: 2/22/05
BOND OVERSIGHT BOARD

with the other technical assistance offered by the National Trust, and there is a long list of items to choose from, including National Trust sponsored workshops, so some of the workshops being looked at that may be useful to the citizens and property owners of Miami would be historic preservation tax advantage redevelopment for developers, hurricane preparedness for large historic properties, historic resource surveys, and identification of economic incentives for historic preservation.

Gary Reshefsky requested a roadmap, within the next few months, detailing the plan for the remaining \$5 million dedicated to historic preservation.

Chairman Flanders invited Kathleen Kauffman to attend the next Audit Subcommittee meeting within the next 30 days to allow time to prepare plan.

Pilar Saenz, Assistant Director, CIP, stated that she would meet with Kathleen Kauffman and update her on the first series dollars, anything that's available, and second series from the next tranche, and more or less, when the money is expected so that she can prepare the plan for the Board.

9. Professional Services Agreement for Bicentennial Park "Museum Park" Master Plan

Enrique Nunez, Planning Department, reported that the Museum Park master plan is divided into two phases: a schematic design phase and a design development phase. The firm of Cooper, Robertson & Partners has recently completed the schematic design phase, with an upcoming community presentation to occur at the end of April. The schematic design phase includes costs estimates and design studies for the overall park, the FEC slip, and in January, there was an increase to the contract to include the Parcel B property as part of the overall master plan. The original contract was for \$1,334,455. With the increase in January of \$65,545, the total project was allocated \$1,400,000. To date, with the completion of the schematic design phase, \$794,639.86 has been paid. With the presentations that will occur at the end of April with approvals of the work thus far, then Cooper, Robertson & Partners will proceed into design development.

10. Professional Services Agreement to Develop a Master Plan for the Parks Department

Ed Blanco, Parks & Recreation, reported that the parks master plan is well underway, over half of it is complete. There have been many public workshops held; one this past Saturday.

Lara De Souza, Parks & Recreation, reported that the plan began in August, and it started with visiting the 13 NET areas, holding workshops, which got feedback from the residents in terms of what they were looking for, what they were lacking, what they needed, what they like, and what they didn't like in their parks, and the second visit back to the neighborhood area was a presentation of vision boards that Goody Clancy took from what the neighborhood suggested and what they felt was actually feasible for that neighborhood. As they moved through the NET areas, they posted the vision boards on the parks master plan, which is www.miamiparksplan.com. Currently, all the vision boards are posted there, and there's also a feedback/comment page so that residents who are unable to attend those meetings could still give their ideas whether it was in relation to what was posted on the vision boards or something that they may have felt had not been gathered. In addition to

Chairman Flanders suggested that the audit subcommittee has a meeting in the Trust area either in December or January to see the Trust's progress.

4. Professional Service Agreement for Bicentennial Park "Museum Park" Master Plan

Enrique Nuñez, Planning Department, reported that the Museum Park Master Plan is divided into two phases, the schematic design phase and design development. The Department is nearing completion of the design development phase. The phase II design development drawings have been invoiced and approved for payment at 80 percent completion for \$418,878. The phase II design development drawings will be completed by the end of December, which also includes cost estimates for the entire park.

5. Land Acquisition for 6311-6329 NE 2nd Avenue LHP #92 in connection with Little Haiti Park

Madeline Valdes, Public Facilities, reported that the property was obtained through an eminent domain proceeding, and one of the final things the Department approached the Board on was an issue before the judge in terms of some vending machines. We thought we would have to come back to the Board for more monies, but we were successful in that hearing, and therefore, this item is now closed, and the City does have full ownership of the property.

- 6. Additional Funding for Attorney's Fees for LHP Eminent Domain Acquisitions AND**
- 7. Increase estimated costs for the sites acquired in connections with LHP #67,75 & 76**

Madeline Valdes, Public Facilities, reported that the item needs to remain open, as the Department still has item number 7, which is the finalization of the costs in terms of the eminent domain for three parcels, #67, 75 & 76. The Department had a mediation conference today that was not finalized, and so as a result, the Department needs to keep item 6 and 7 open, and possibly bring back a finalization to the Board in January. In terms of these two items, they're still within the \$12 million that was allocated for land acquisition.

Chairman Flanders inquired about the actual project total to date.

Gary Fabrikant, CIP Department, stated that he did not have the information available and would have to get it for the Board.

Chairman Flanders requested that the information be provided at the next Board meeting.

8. Virginia Key Beach Park Circulation Road & Parking Improvements

Lionel Zapata, CIP Department, reported that 100 percent of the drainage has been completed. Currently for the parking lot, the area is being backfilled and should be completing that the second week of December and starting to lay some conduit for the lighting, as well as doing the layout for the future light posts, as well as landscaping islands. Up until this point, the weather has cooperated and the project is moving forward on schedule.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 1/22/08 DISTRICT: 4
 NAME OF PROJECT: FIRE STATION #11
 INITIATING DEPARTMENT/DIVISION: Fire Rescue
 INITIATING CONTACT PERSON/CONTACT NUMBER: Sandra Vega (305) 416-1243
 C.I.P. DEPARTMENT CONTACT: Ola O. Aluko (305) 416-1280
 RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: B-60452

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$5,208,047
 SOURCE OF FUNDS: Neighborhood Fire Stations & Training Facility

If grant funded, is there a City match requirement? YES NO
 AMOUNT: _____ EXPIRATION DATE: _____
 Are matching funds budgeted? YES NO Account Code(s): _____
 Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: _____
 DESCRIPTION OF PROJECT: The project consists of Design and Construction of approx. 11,200 SF. two bay apparatus fire rescue facility. The facility would include all typical fire station amenities for fire rescue personnel plus two lieutenants and a captain. The project includes allowance for demolition of an existing fire station and site development including parking spaces for 15-18 vehicles and landscaping. Also, the project includes a water main improvement and new signalization.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 1/15/08
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 1/22/08
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Revisions to Original Scope? YES NO (If YES see Item 5 below)
 Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
 DESIGN COST: _____
 CONSTRUCTION COST: _____
 Is conceptual estimate within project budget? YES NO
 If not, have additional funds been identified? YES NO
 Source(s) of additional funds: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____
 Justifications for change: _____
 Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____
 Have additional funds been identified? YES NO
 Source(s) of additional funds: _____

Time impact _____
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS: The Audit Subcommittee believes the cost is too high and CIP should validate the charges. They requested the following information: comparison of our cost per sq. ft. with other recently built fire stations in Hialeah and/or Miami-Dade County and construction cost breakdown including the charges for WASA, signalization for intersection, etc. They also asked if there are any companies that build pre-fab fire stations.

APPROVAL: Robert C. Bond DATE: 1/22/08
 BOND OVERSIGHT BOARD



PROJECT ANALYSIS FORM

Capital Improvements & Transportation

CIP

NON-CIP

Date Prepared: 29-Oct-2007

VERSION ORIGINAL

PROGRAM 312-Public Safety

AREA 1-Public Safety

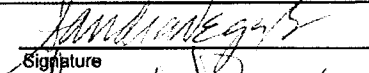

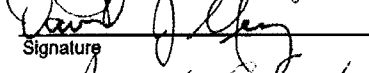
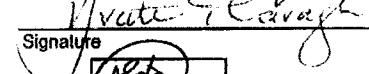
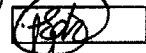
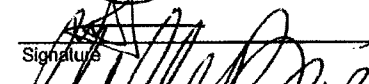

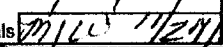
PROJECT NAME: Fire Station #11 (New)		PROJECT NO: B-60452
ADDRESS / LOCATION: 5920 W Flagler Street		DISTRICT: 4
PROJECT TEAM: Vertical	PROJECT CONTRACTED COST: \$ 256,761.35	
CATEGORY: Fire Rescue	PROJECT EST. COST: \$ 5,208,047.00	
CLIENT DEPT: 28-Fire Rescue	CURRENT FUNDS: \$ 5,208,047.00	
CLIENT CONTACT: Reginald Duren	TEL.: (305) 416-1610	FUTURE FUNDS:
DESIGN MANAGER: Sandra Vega (CIP)	TEL.: 305-416-1243	FUND SHORTFALL:
CONSTR. MANAGER: Carlos Vasquez (CIP)	TEL.: 305-416-1206	PROCUREMENT: Conventional
EST. DESIGN START: 02/07/05	EST. BID ADV.: 01/18/08	EST. CONSTRUCTION START: 05/15/08
EST. DESIGN END: 11/30/07	EST. AWARD DATE: 04/15/08	EST. CONSTRUCTION END: 05/15/09

PROJECT ESTIMATED AND ACTUAL COSTS	PRODUCTION PHASE (3-DES)		% of Const	Estimated Design	% of Const	Contracted Design
	Prime Consultant: 1652 Wolfberg Alvarez & Partners		CODE			
	1	Outside Consultant - Prime Basic Design Fee	1.01	4.8% \$ 227,000.00		
	2	CIP - Production Management	1.02	1.4% \$ 64,473.00		
	3	Outside Consultant - Additional Design Services	1.01	1.3% \$ 62,000.00		
	4	Miscellaneous Services - Other	1.01	\$ 630.00		
	5					
	PRODUCTION TOTALS			Estimated	Contracted	
				\$ 354,103.00	\$ 226,446.35	
	CONSTRUCTION PHASE (4-CON)		CODE	Estimated Construction by PM	Contracted Construction (Formal Bid, Informal Bid or JOC Method)	
Prime Contractor: 0000 To be Assigned						
1	Construction Cost (Prime Contractor)	2	85% \$ 4,000,000.00			
2	Construction Contingency Allowance	2	7% \$ 325,000.00			
3	Other Construction Related Services	2	9% \$ 400,000.00			
4						
CONSTRUCTION TOTALS			Estimated	Contracted		
			\$ 4,725,000.00			
CONSTRUCTION ADMINISTRATION (8-CEO)		CODE	Estimated CEO	Contracted CEO		
1	Construction Engineering Observation (CEO) Consultant	3.01				
2	Construction Engineering Observation CIP/Transportation	3.02	1.4% \$ 64,471.00			
3						
CONSTRUCTION ADMINISTRATION TOTALS			Estimated	Contracted		
			\$ 64,471.00			
ADMINISTRATIVE EXPENSES (6-ADM)		CODE	Estimated ADMIN	Contracted ADMIN		
1	CIP Department (Mgmt./Budget/Procurement/Comm.)	4	1.4% \$ 64,473.00			
2						
ADMINISTRATIVE EXPENSES TOTALS			Estimated	Contracted		
			\$ 64,473.00	\$ 30,000.00		
ADDITIONAL PROJECT TASKS		CODE	Estimated TASKS	Contracted TASKS		
1						
ADDITIONAL PROJECT TASKS TOTALS			Estimated	Contracted		
B-60452 PROJECT GRAND TOTAL			Estimated	Contracted		
			\$ 5,208,047.00	\$ 256,446.35		

PROJECT SCOPE	DESIGN AND CONSTRUCTION OF APPROX. 11,200 S.F. TWO BAY APPARATUS FIRE RESCUE FACILITY. THE FACILITY WOULD INCLUDE ALL TYPICAL FIRE STATION AMENITIES FOR FIRE RESCUE PERSONNEL PLUS TWO LIEUTENANTS AND A CAPTAIN. THE PROJECT INCLUDES ALLOWANCE FOR DEMOLITION OF AN EXISTING FIRE STATION AND SITE DEVELOPMENT INCLUDING PARKING SPACES FOR 15-18 VEHICLES AND LANDSCAPING. ALSO, THE PROJECT INCLUDES A WATER MAIN IMPROVEMENT AND NEW SIGNALIZATION.					
	Operating Cost Associated with Project:	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5

Notes	
-------	--

FUND SOURCES	AWARD NAME AND NUMBER		AVAILABLE	FUTURE
		385200-1 2002 Homeland Defense Bonds (Series 1)	313306 Neighborhood Fire Stations	\$ 30,315.00
1051	385200-1 2002 Homeland Defense Bonds (Series 1)	313306 Neighborhood Fire Stations	\$ 217,732.00	
	385200-2 2002 Homeland Defense Bonds (Series 2)	313306 Neighborhood Fire Stations	\$ 4,951,600.65	
1367	385200-2 2002 Homeland Defense Bonds (Series 2)	313306 Neighborhood Fire Stations	\$ 8,399.35	
B-60452 FUND GRAND TOTAL			ACTUAL \$ 5,208,047.00	PROJECTED

VALIDATION	Initiated by: <u>Sandra Vega</u> Project Manager		Date: 10/29/07
	Reviewed by: <u>Marcel Douge</u> Team Leader: Capital Improvements		Date: 10/29/07
	Approved by: <u>David Mendez(CIP)</u> Assistant Director: Capital Improvements		Date: 10/30/07
	Reviewed by: <u>Yvette Maragh</u> CIP Budget Administrator		Date: 11/1/07
	Verified by: <u>Edwige De Crumpe</u> / Program Controls Staff	Initials: 	
	Accepted by: <u>Ola Aluko</u> Director: Capital Improvements		Date: 11/1/07
	Approved by: <u>William W. Bryson</u> Chief: Fire Department		Date: 11/20/07
ORIGINAL TO: <u>Melanie Whitaker</u> / 10th Floor South Conference Room			Initials: 

Notes	Receipt of PAF by <u>Danette Perez</u> - CIP Public Relations Coordinator	11/20/07 Date Received / Signature or Initials
	<u>Project MUST be Presented to the Bond Oversight Board</u>	

Executed PAF MUST be electronically distributed to the following individuals:
 Director of the Client Department, Yvette Maragh, Edwige De Crumpe, Senior Project Manager and Project Manager.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

PREVIOUSLY APPROVED

1. DATE: 11/23/04 DISTRICT: 4
NAME OF PROJECT: FIRE STATION NO. 11
INITIATING DEPARTMENT/DIVISION: Capital Improvements
INITIATING CONTACT PERSON/CONTACT NUMBER: Cary Sanchez-Rea (305) 416-1094
C.I.P. DEPARTMENT CONTACT: _____
RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 313306
ADDITIONAL PROJECT NUMBER: B-60452
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$2,500,000 (which has 10 Million allocated, with 5.5 Million in 1st series. Estimated
current balance is (\$3,000,000) from 1st series allocation.
SOURCE OF FUNDS: Neighborhood Fire Stations & Training Facility
ACCOUNT CODE(S): CIP # 313306

If grant funded, is there a City match requirement? YES NO
AMOUNT: _____ EXPIRATION DATE: _____
Are matching funds Budgeted? YES NO Account Code(s): _____
Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: Cary Sanchez-Rea & George Sainz

DESCRIPTION OF PROJECT: Demolish existing fire station and construct a new 10,000 s.f. two-bay station.
Design to be prototype for future stations.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 11/16/04
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 11/23/04
Approved by Commission? YES NO N/A DATE APPROVED: _____
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
DESIGN COST: _____
CONSTRUCTION COST: _____
Is conceptual estimate within project budget? YES NO
If not, have additional funds been identified? YES NO
Source(s) of additional funds: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____
Have additional funds been identified? YES NO
Source(s) of additional funds: _____

Time impact _____
Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS: Uses prototype. 25% of fire station allocation.

APPROVAL: Robert O. Hard DATE: _____
BOND OVERSIGHT BOARD



PROJECT ANALYSIS FORM
 Department of Capital Improvements
 City of Miami

Date Prepared:	11/9/2004
Revised Date:	
Revised Date:	
Revised Date:	

PROJECT NAME: Fire Station No. 11		
ADDRESS / LOCATION: 5920 West Flagler Street		PROJECT No.: B-60452
NET OFFICE:		DISTRICT: D4
CLIENT DEPT: Fire		EST. PROJECT COST: \$1,976,000
CLIENT CONTACT: Chief Tom Flores	TEL.:	ALLOCATED FUNDS: \$2,500,000
PROJECT MANAGER: George Sainz	TEL.: (305)416-1077	PROCUREMENT:
CONSTR. MANAGER: George Sainz	TEL.: (305)416-1077	PROJECT TEAM: Vertical
INSPECTOR / CEO:		TEL.:
EST. DESIGN START: 12/6/2004	EST. BID ADV.:	EST. CONSTRUCTION START: 7/11/2005
EST. DESIGN END: 4/1/2005	EST. AWARD DATE:	EST. CONSTRUCTION END: 5/1/2006

PROJECT COST ESTIMATE	PRODUCTION PHASE			Percentage
	A. Design Svcs. - Outside Consultant			Prime Consultant: <u>Wolfberg Alvarez & Partners</u>
	1	Basic Fees:		10.2%
	2	Additional Services:		0.5%
				SUB-TOTAL:
				\$160,500
	B. Design Svcs. - CIP			
	1	In-house Basic Design Fee:		0.0%
	2	In-house Additional Design Services:		0.0%
				SUB-TOTAL:
				\$0
	C. Production Management Services			
	1	Prod. Mgmt. of Outside Consultant by CIP:		1.0%
	2	Prod. Mgmt. of Outside Consultant by Industry Partner:		1.5%
				SUB-TOTAL:
				\$37,500
	D. Miscellaneous Services			
	1	Survey:	Vendor:	\$3,200
	2	Re-plot:	Vendor:	
	3	Geotechnical Testing:	Vendor:	\$3,300
	4	Utility Locations (Soft Digs):	Vendor:	
	5	Asbestos Survey:	Vendor: (if required)	\$3,000
	6	Energy / HVAC Calculations:	Vendor:	
	7	Phase I Environmental:	Vendor: (asbestos abatement, if required)	\$15,000
	8	Phase II Environmental:	Vendor:	
9	Structural Testing:	Vendor:		
10	Archeological Survey:	Vendor:		
11	Other:	Vendor:		
			SUB-TOTAL:	
			\$24,500	
E. Special Fees / Assessments:				
1	DERM (Plans review, environmental permits, etc.):	Fee Waiver <input type="checkbox"/>	\$2,000	
2	Miami-Dade County Water and Sewer Department (Plan review)		\$3,000	
3	Florida Department of Environmental Protection (Permits):			
4	FDOT (Plans review, inspections, etc.):		\$3,000	
5	South Florida Water Management District (Permits):			
6	U.S. Army Corps of Engineers (Plans review, permits):			
7	HRS (Plans review, inspections, etc.):		\$500	
8	Other:			
			SUB-TOTAL:	
			\$8,500	
PRODUCTION PHASE TOTAL:			\$231,000	
CONSTRUCTION PHASE				
F. Construction:			JOC Contractor: _____	
1	Construction Estimate:		\$1,500,000	
2	Contingency Allowance:	10.0%	\$150,000	
3	Data & Telecommunication Systems (IT Dept.):			
4	Fixtures, Furniture and Equipment:			
5	WASA System Betterment:			
6	FPL Contribution-in-Aid-of Construction:			
7	Other:			
			SUB-TOTAL:	
			\$1,650,000	

PROJECT COST ESTIMATE	G City and other Gov't Agencies Permit Fees		
	1	City of Miami Permits: Bldg. Dept. <input type="checkbox"/> Public Works <input type="checkbox"/>	
	2	Miami-Dade County Impact Fees:	\$5,000
	3	Miami-Dade County Archeological Monitoring:	
	4	Other:	
			SUB-TOTAL: \$5,000
	CONSTRUCTION PHASE TOTAL:		\$1,655,000
	CONSTRUCTION ADMINISTRATION		
	H	Construction Inspection Services - CIP: 2.0%	\$30,000
	I	Construction Mgmt. - Industry Partner: 1.0%	\$15,000
	J	Construction Engineering Observer (CEO) - Industry Partner 0.0%	\$0
	K	JOC Administration	\$0
	CONSTRUCTION ADMINISTRATION TOTAL:		\$45,000
	ADMINISTRATIVE EXPENSES		
	L	CIP Dept. (Mgmt./Budget/Procurement/Comm.): 2.0%	\$30,000
M	Industry Partner Program Mgmt. Support: 1.0%	\$15,000	
ADMINISTRATIVE EXPENSES TOTAL:		\$45,000	
LAND ACQUISITION EXPENSES			
N	Land Cost:		
O	Transaction Costs: 0.0%	\$0	
LAND ACQUISITION TOTAL:		\$0	
GRAND TOTAL - ESTIMATED PROJECT COST:		\$1,976,000	

PROJECT SCOPE	Demolish existing fire station and construct a new 10,000 S.F., two-bay station. Design to be prototype for future stations.
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NOTES	
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FUND SOURCES	Fund:	CIP #	Fiscal Year Available	Amount:	\$2,500,000
	Fund:	CIP #		Amount:	
	Fund:	CIP #		Amount:	
	Fund:	CIP #		Amount:	
	Fund:	CIP #		Amount:	
	Fund:	CIP #		Amount:	
	TOTAL ALLOCATED AMOUNT:				\$2,500,000

VALIDATION	Project Manager: _____	_____ Sign _____	Date: _____
	Sr. Project Manager: _____	_____ Sign _____	Date: _____
	Reviewed by: _____	CIP Budget Administrator _____ Sign _____	Date: _____
	Accepted by: _____	Director of the Client Department _____ Sign _____	Date: _____

II. OLD BUSINESS:

AUDIT COMMITTEE REPORT:

- Miami River Greenway Regulatory Guidelines – Professional Consulting Services – 10/27/04 meeting.
- Site Furnishings at Southside Park – 10/27/04 meeting.
- Police Headquarter’s Restroom ADA Modification Phase I Locker – 10/27/04 meeting.
- Old Miami Black Police Precinct & Museum Restoration – 10/27/04 meeting.
- Procurement of Appraisal Services for Little Haiti Park – 11/23/04 meeting.
- Gibson Park Improvements Phase I – 11/23/04 meeting.
- Coral Gate Park Irrigation – 11/23/04 meeting.
- Jose Marti Park Irrigation – 11/23/04 meeting.
- Williams Park Irrigation – 11/23/04 meeting.
- Moore Park Irrigation – 11/23/04 meeting.
- New Public Plaza & Roadway Improvements Adjacent to Mary Brickell Village Cooperative Project Agreement – 11/23/04 meeting.
- Sewell Park Restrooms/Park Facility Building – 11/23/04 meeting.
- Juan Pablo Duarte Park Building Renovation/Expansion – 11/23/04 meeting.
- Robert King High Park New Building and Site Improvements – 11/23/04 meeting.
- Henry Reeves Park Community Service Building Improvements – 11/23/04 meeting.
- Margaret Pace Park Improvements Phase II – 11/23/04 meeting.

➤ HD/NIB MOTION 04-87

A MOTION TO APPROVE THE AUDIT COMMITTEE’S RECOMMENDATION TO FUND ALL PROJECT LISTED ABOVE.

MOVED: D. Marko

SECONDED: M. Reyes

ABSENT: L. Cabrera, L. De Rosa, J. Manowitz, J. Reyes

Note for the Record: Motion passed by unanimous vote of all Board Members present.

- Fire Station No. 11 – 11/23/04 meeting.

TOTAL DOLLAR AMOUNT: \$2,500,000 (which has 10 Million allocated, with 5.5 Million in 1st series. Estimated current balance is (\$3,000,000) from 1st series allocation

SOURCE OF FUNDS: Neighborhood Fire Stations & Training Facility

Approved by Audit Committee: 11/16/04

SCOPE OF PROJECT: Demolish existing fire station and construct a new 10,000 s.f., two-bay station. Design to be prototype for future stations.

➤ HD/NIB MOTION 04-88

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE FIRE STATION NO. 11 PROJECT.

MOVED: M. Reyes

SECONDED: W. Harvey

ABSENT: L. Cabrera, L. De Rosa, J. Manowitz, J. Reyes

Note for the Record: Motion passed by unanimous vote of all Board Members present.

- Miami Police Department Horse Stables – 11/23/04 meeting.

TOTAL DOLLAR AMOUNT: \$800,000 (\$5.5 million allocated; estimated current balance is \$3,076,450)

SOURCE OF FUNDS: HDNI Bond - Police Homeland Defense Preparedness Initiatives

Approved by Audit Committee: 11/16/04

SCOPE OF PROJECT: 4,000 sf stable: 11 regular stables and 1 stable for sick horses (to be mechanically ventilated). Office, restroom with changing area, tack room, and feed room (all to be air conditioned). Covered horse washing station (approximately 10'X10'), with brushed concrete finished floor and drain connected to sewer. Stable building aisle to be finished in asphalt. All horse stables to have flooring system as specified by Mounted Patrol Department. A375 SF auxiliary building (divided in two bays)

➤ HD/NIB MOTION 04-89

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE MIAMI POLICE DEPARTMENT HORSE STABLES PROJECT.

MOVED: R. Aedo

SECONDED: M. Reyes

ABSENT: L. Cabrera, L. De Rosa, J. Manowitz, J. Reyes

Note for the Record: Motion passed by unanimous vote of all Board Members present.

III. NEW BUSINESS:

AUDIT COMMITTEE REPORT:

- ❖ New Water Playground at Jose Marti Park.

10. Henry Reeves Park Community Service Building Improvements

Fernando M. Paiva, Jr., CIP Department, reported that the permit has been approved and the preconstruction meeting took place on September 27, and the purchase order is being cut to start the construction work on that project.

11. Margaret Pace Park Improvements Phase II

Rolando Aedo reported that the project is waiting for approval by the Corp of Engineers. The construction dollars are available in the second series.

Mary Conway, CIP Department, reported that the Corp of Engineers has a very large backlog, but it is not a critical item on the project. Fully designed and permitted plans will be obtained before going out for the second series of the Homeland Defense Bond monies.

12. Fire Station No. 11

Mary Conway, CIP Department, reported that CIP, in conjunction with feedback from the Fire Department, decided to revisit the boiler plate design for all new fire stations post-Katrina. An academic workshop was scheduled for earlier this week to discuss how the structural design, roof design, doors, and windows should be handled to make sure that all of the City's future fire stations will be designed to withstand a major storm event. The meeting will be held next Friday morning. Upon the conclusion of that discussion, the scope of work will be finalized for this Fire Station, and Wolfberg Alvarez will complete the plans to move the project into construction next year.

13. Miami Police Department Stables

Mary Conway, CIP Department, reported that the construction is well underway. The site demolition and clearing is done. The framing is in place, and the foundation work is well underway.

In response to Gary Reshefsky's inquiry concerning the park's timeline Ms. Conway stated that the timelines were given prior to the discovery of incinerator ash and contaminants and the coordination with DERM. These events impacted the schedule by six months. Now that building permits will be obtained within a week and be able to start, RDC is ready to have as many people out there as possible to have the ball fields open as close to the end of this calendar year, beginning of the next calendar year as possible.

Mr. Hatton reported that building permits have been submitted for phase II of this project.

10. Sewell Park Restrooms/Park Facility Building

Marcel Douge, CIP Department, reported that the project design is 100 percent complete. Construction is anticipated to start in September 2006, with construction completion by July 2007.

Mary Conway, Director, CIP & Transportation, stated that this one of a handful of projects that came in above the specified budget and the Department had to go through a value engineering exercise and make some design modifications and re-permit the project before starting, so there was an impact of several months to the schedule, but the project should be underway by September, if not sooner.

11. Juan Pablo Duarte Building Renovation/Expansion

Marcel Douge, CIP Department, reported that the project design is 90 percent complete. Construction is anticipated to start in September 2006, with construction completion by June 2007. The scope of the project includes a 1,000 square foot addition with new office space and storage room, and also a new A/C system for the building.

12. Fire Station No.11

Marcel Douge, CIP Department, reported that the project design is 20 percent complete. Completion on the design and permitting is anticipated for April 2007. Construction is anticipated to start by June 2007, with completion of construction by June 2008. The address of the project is 5920 West Flagler Street.

13. Margaret Pace Park Improvements Phase II

Jose Ortega, CIP Department, reported that the project is scheduled to begin May 30, 2006. The preconstruction meeting was held Thursday of last week. The NTP will probably be issued tomorrow based on some findings that the contractor has. The estimated cost is approximately \$2 million. It's 1,145 linear feet of shoreline stabilization. The park improvement area, the playground area, has already been constructed, and it's basically just the shoreline stabilization.

14. Robert King High Park New Building and Site Improvements AND

15. Robert King High Park Soccer Field

Gary Fabrikant, CIP Department, reported that the soccer field's estimated construction cost is \$1.9 million. The scope of work includes the construction of the new soccer field, restroom facilities, parking lot, and irrigation system related work. The design is 50 percent complete. The other project for the park is for an estimated value of \$1.7 million and includes the

currently being closed out. Once the inspections are done, the building will be ready to be occupied. The project experienced a three- to four-month delay, and there will be a few change orders to address some of the design issues that were not addressed, approximately \$150,000.

3. Kinloch Storm Sewer Improvements Design Services

Jose Lago, CIP Department, reported that the project scope consists of drainage and miscellaneous road improvements. The project is located in Districts 1 and 4. The project design is 60 percent complete. The project area is bounded by Northwest 7th Street, Southwest 8th Street, Southwest/Northwest 42nd Avenue and Southwest/Northwest 47th Avenue. Design completion is expected by March 2008, and construction is expected to begin by October 2008.

4. Fairlawn Storm Sewer Improvements Phase III Design Services

Jose Lago, CIP Department, reported that the project scope consists of drainage and miscellaneous road improvements. The design is 80 percent complete on the project. The project area is bounded by Southwest 8th Street and West Flagler Street, Southwest 47th Avenue and Southwest 57th Avenue. Design completion is expected on the project in January 2008. Construction is expected to begin on the project in August 2008.

Chairman Flanders requested that the CIP Director provide the Board with a spreadsheet for the next Audit Subcommittee meeting and next month's meeting that shows the difference between the alternative delivery methods that the City has.

Charisse L. Grant suggested that the Department include the delivery methods for each project on the project documents provided to the Board.

5. Bicentennial Park Shoreline Stabilization Phase III Design Phase

Marcel Douge, CIP Department, reported that the project scope consists of the construction of a new seawall to stabilize Bicentennial Park along the shoreline. The project is currently in construction and is 85 percent complete. The anticipated completion date for the project is January 2008. The project is on schedule and may possibly be completed before January 2008.

6. Fire Station No. 11

Marcel Douge, CIP Department, reported that the project is currently in the design phase. The project design is approximately 95 percent complete. The design is in dry run permitting at the Building Department, and the CIP Department has already responded to the comments from the Building Department. Bidding out for the project is expected in the beginning of November. The delivery method for the project is a conventional bid, so that is a time period of approximately five months, with completion around May 2008. Construction is expected to begin late May 2008, with construction anticipated completion after one year.

Charisse L. Grant requested that the Department include an address for each project in the project backup materials.

Gary Reshefsky requested a written memo on the whole fire station program regarding the time frames, where it started and where it is today, and the costs to complete the projects. Ola O. Aluko, Director, CIP Department, stated that he will provide the information before the next meeting.

DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM



UPDATE

1. DATE: 3/22/05 DISTRICT: 4
NAME OF PROJECT: TAMIAMI STORM SEWER IMPROVEMENTS PROJECT DESIGN SERVICES
INITIATING DEPARTMENT/DIVISION: _____
INITIATING CONTACT PERSON/CONTACT NUMBER: Jose Lago (305) 416-1252
C.I.P. DEPARTMENT CONTACT: Capital Improvements - Jorge Cano
RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 352269
ADDITIONAL PROJECT NUMBER: _____
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$518,100
SOURCE OF FUNDS: Tamiami Storm Sewers-Phase IV
ACCOUNT CODE(S): CIP #352269

If grant funded, is there a City match requirement? YES NO
AMOUNT: _____ EXPIRATION DATE: _____
Are matching funds Budgeted? YES NO Account Code(s): _____
Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:
Individuals / Departments who provided input: _____
DESCRIPTION OF PROJECT: The proposed project involves the preliminary design, final design and construction of Storm Sewer Improvement within the area bounded by SW 8 St, NW 7 St, W 57 Avenue & W 61 Avenue. These improvements may consist of exfiltration trench, catch basins, manholes, storm sewer pipes, pump stations and surface restoration. It may also include existing damaged sidewalks replacements, re-sod of swales, milling & resurfacing of affected roadways and ADA compliant ramps within the project limits if sufficient funds are available or newly identified. Location at Glen Royal Parkway.

ADA Compliant? YES NO N/A
Approved by Audit Committee? YES NO N/A DATE APPROVED: 3/15/05
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 3/22/05
Approved by Commission? YES NO N/A DATE APPROVED: _____
Community Mtg/Dist. Commissioner Approval? YES NO N/A DATES: _____
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN
Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
DESIGN COST: _____
CONSTRUCTION COST: _____
Is conceptual estimate within project budget? YES NO
If not, have additional funds been identified? YES NO
Source(s) of additional funds: _____
Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE
Individuals / Departments who provided input: _____
Justifications for change: _____
Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____
Have additional funds been identified? YES NO
Source(s) of additional funds: _____

Time impact _____
Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS: City Staff will provide a presentation regarding future Pump Stations and Storm Sewer Projects and an estimated time table for these projects at the Bond Oversight Meeting of 3/22/05.

APPROVAL: [Signature] DATE: 3/22/05
BOND OVERSIGHT BOARD

TOTAL DOLLAR AMOUNT: \$201,553
SOURCE OF FUNDS: Kinloch Storm Sewers
DESCRIPTION OF PROJECT: The project consists of the study and proposal of alternatives for the drainage improvements on the area bounded by 42 Avenue on the East, 47 Avenue on the West, NW 7 St on the North and SW 8 Street on the South.

HD/NIB MOTION 05-30

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND DESIGN SERVICES FOR KINLOCH STORM SEWER IMPROVEMENTS.

MOVED: M. CRUZ
SECONDED: J. MANOWITZ
ABSENT: R. Aedo, L. Cabrera, R. Cayard, L. De Rosa, R. Flanders, D. Marko.

Note for the Record: Motion passed by unanimous vote of all Board Members present.

- **Design Services for Tamiami Storm Sewer Improvements.**

TOTAL DOLLAR AMOUNT: \$518,100
SOURCE OF FUNDS: Tamiami Storm Sewers-Phase IV
DESCRIPTION OF PROJECT: The proposed project involves the preliminary design, final design and construction of Storm Sewer Improvement within the area bounded by SW 8 St, NW 7 St, W 57 Avenue & W 61 Avenue. These improvements may consist of exfiltration trench, catch basins, manholes, storm sewer pipes, pump stations and surface restoration. It may also include existing damaged sidewalks replacements, re-sod of swales, milling & resurfacing of affected roadways and ADA compliant ramps within the project limits if sufficient funds are available or newly identified.

HD/NIB MOTION 05-31

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND DESIGN SERVICES FOR TAMIAMI STORM SEWER IMPROVEMENTS.

MOVED: J. REYES
SECONDED: W. HARVEY
ABSENT: R. Aedo, L. Cabrera, R. Cayard, L. De Rosa, R. Flanders, D. Marko.

Note for the Record: Motion passed by unanimous vote of all Board Members present.

6. Professional Services Agreement for O.B. – Hammes Contract

Mary Conway, Director, CIP/Transportation, reported that there was never a contract executed between the City and Hammes, and for issues that arose, the City made a decision not to proceed. What has been done in lieu of that is an advertisement has been put out in December for the same program management services on a nationwide basis, and the Department is in the middle of the selection process right now and anticipates being back before the Bond Oversight Board and the City Commission by March of this year for the program management services for the larger project, which may include things like premium seating, concessions, and restrooms on the lower bowl, adding a concourse to the upper bowl; also, looking at the financial aspects and doing cost to benefit analysis before the final scope and budget for the ultimate Orange Bowl renovations are completed. The Department has not expended any dollars. A contract was not executed with that firm. The Department decided to go out for a competitive selection, and that did occur in December on a national basis, and the Cone of Silence is in effect, as the Department is in the middle of that selection process right now. When competitive negotiations are completed with the short-listed firms and a Manager's recommendation is obtained, and the Cone of Silence is lifted, the Department will be coming back before the Board, and then also be going before the City Commission for their approval of the selection.

7. Elizabeth Virrick Park Community Center & Gym Repairs

Ed Herald, CIP Department, reported that the construction started spring of 2005. The actual construction cost was \$363,233. The contractor was Carivon Construction. The scope of work included waterproofing and new textured stucco, repairing front entrance of beam with stucco, manufacture and installation of aluminum cap for all parapet walls, repair water damage at basketball hoops, repair scoreboard, and painting, as needed. There was a meeting held last night with the Virrick Park community, and their punch list items are being addressed. The project is expected to be finished within the next 30 days.

Mary Conway, Director, CIP/Transportation, reported that City staff looked at the contract and all of the events that took place during the design development on the project, and determined that the City was not in a position to pursue recourse with the contractor, and that the City was responsible for addressing the issue there, but there was a full investigation, where we looked at the various contractor responsibilities, as well as all of the correspondence and decision-making that went on through the design process.

8. Demolition of Existing Structure & Construction of Parking Lot in Connection with the Tower Theater (1501 SW 9 Street)

Ed Herald, CIP Department, reported that construction started spring of 2005. The construction dollar amount was \$134,528. The scope of work included construction of a parking lot, providing irrigation, lighting, and landscaping. Presently, the punch list items are being addressed, and the project is expected to be completed within the next 30 days.

9. Tamiami Storm Sewer Improvements – Design Services

Jose Lago, CIP Department, reported that the project area is bounded by Northwest 7th Street, Southwest 8th Street, 57th Avenue, and 61st Avenue. The preliminary drainage study was completed in October 2005. Since that time, a contract has been negotiated with ADA

Engineering, who will be the firm preparing the final design for the project. The final design was started in November 2005 and it is expected to be completed in October 2006. The design contract amount is \$246,337.

10. Fairlawn Storm Sewer Improvements Phase III – Design Services

Jose Lago, CIP Department, reported that the project area is bounded by Southwest 8th Street, West Flagler Street, Southwest 47th Avenue, and Southwest 57th Avenue. The preliminary drainage study was completed in October 2005. The final design, which is being prepared by Post Buckley, is expected to begin in February 2006, and the anticipated completed date is December 2006. The final design costs are \$277,905.

11. Fairlawn Storm Water Pump Station Phase IIA

Jose Lago, CIP Department, reported that the project is in construction, which began January 2006, with an anticipated completion date of June 2007. The project area is bounded by Northwest 7th Street, Northwest 4th Terrace, Northwest 47th Avenue, and Northwest 51st Avenue, and it also includes a portion of Antonio Maceo Park.

12. Black Police Precinct & Museum Restoration

Jim Brittain, CIP Department, reported that the museum has been under construction for almost one year. The contractor is currently in the process of installing plumbing and electrical. Most of the interior partitions have been installed, and the large exterior window frames are expected to be in this week. A dedication of the facility is expected to occur between late 2006 and early 2007.

Mary Conway, Director, CIP/Transportation, reported that the anticipated construction completion date is summer 2006.

13. Gibson Park Improvements Phase I

Jim Brittain, CIP Department, reported that the interior work on Phase I is complete on the recreation building, except for the installation of the suspended lights within the main room of the recreation building, and the contractor should be starting on those any day now; they have been given the go-ahead to do that. The exterior landscaping between the recreation building and the library is all complete. The irrigation system is complete, and the remaining site work, part of Phase I, cannot be done until Phase II is almost complete because they overlap.

14. Gibson Park Improvements Phase II

Jim Brittain, CIP Department, reported that the PO should be issued for Phase II within the next month to start on the Phase II construction.

Mary Conway, Director, CIP/Transportation, reported that there are different improvements being overseen at the park by the CIP office on behalf of the Parks Department. There are other initiatives that the Parks Department is overseeing directly. Mary Conway makes a commitment to the Board that she will get together with both CIP staff and Ernest Burkeen, Parks Director, and Park staff to make sure that all of the different areas where improvements are needed within the park are being addressed, and this project will be included as an

4. Tamiami Storm Sewer Improvements – Design Services

Cesar Gonzalez, CIP Department, reported the project scope consists of storm drain installation and road improvement between Northwest 7th Street and Southwest 8th Street and Northwest 57th Avenue and 62nd Avenue. The consultant for the project is ADA Engineering, and the design is in progress, approximately 50 percent complete. The project is on schedule, and the City is expecting to have the final design at the end of December 2006. The construction estimated cost for the project is about \$3 million. The bidding process for the project is expected to begin between February and March 2007, and the construction could be between April and May 2007. The project will take about 12 months to complete.

Gary Fabrikant, CIP Department, stated that the dates Mr. Gonzalez provided are contingent on the availability of series 2 bond dollars.

5. Coral Gate Park Building Improvements

Marcel Douge, CIP Department, reported that the project consists of remodeling an addition to the existing building to create new classroom space, and it also includes the reconfiguration of the existing off-street parking and some handicap accessibility added to the building. Currently, the plans are in design, 95 percent complete, going to the final phase for a parking variance with the Zoning Board. Design completion is expected in January 2007.

6. West End Park Building Terrace Remodeling

Jim Brittain, CIP Department, reported that the remodeling is complete. The project was completed within budget. The paperwork has to be closed out on the construction.

7. West End Park Pool Improvements

Jim Brittain, CIP Department, reported that the emergency fence work that was required due to the hurricane damage to the fence was completed before the pool season started this summer, so the kids were able to use the pool during the summer. The actual project work started in September. The demolition of the roof in the bathrooms is complete, and the sanitary/sewer pipe installation has started, approximately 15 percent complete. Construction will be completed in late February or early March of 2007.

8. Brickell Avenue Bicycle/Pedestrian Conflict Study

Gary Fabrikant, CIP Department, reported that the estimated cost of the study was \$7,911. The scope of the project was to identify conflicts along the sidewalks of Brickell Avenue between Southeast 26th Road and the Brickell Avenue Bridge. The analysis was completed in April 2006, and the recommendations are in the process of being implemented by the City, which will include additional signage alerting bicyclists to yield to pedestrians, which have been installed on the east sidewalk, and bicycle lanes are being implemented in the South Miami Reconstruction Project, which has just started work now.



UPDATE

1. DATE: 7/26/05 DISTRICT: 2
 NAME OF PROJECT: ROBERTO CLEMENTE PARK BUILDING RENOVATION
 INITIATING DEPARTMENT/DIVISION: Capital Improvements
 INITIATING CONTACT PERSON/CONTACT NUMBER: Roger Hatton (305) 416-1261
 C.I.P. DEPARTMENT CONTACT: Edgar Munoz (305) 416-1275
 RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 331419
 ADDITIONAL PROJECT NUMBER: _____ B-30172
 (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$810,000 (1.1 Million Allocated, estimated balance \$290,000)
 SOURCE OF FUNDS: Neighborhood Park Improvements
 ACCOUNT CODE(S): CIP # 331419

If grant funded, is there a City match requirement? YES NO
 AMOUNT: _____ EXPIRATION DATE: _____
 Are matching funds Budgeted? YES NO Account Code(s): _____
 Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:
 Individuals / Departments who provided input: _____

DESCRIPTION OF PROJECT: Project scope includes removal/replacement of existing shingle roofing with new metal roofing with a new decking/sheathing and supports. Demolition/replacement of ceiling including removal and disposal of all light fixtures, HVAC vents, diffuser, registers. Repair/replacement of all roof structure members (trusses) damage by termite infestation and rotting. Removal of existing painted surfaces and re-painting. (Continuation of scope attached)

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 7/19/05
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 7/26/05
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Community Mtg/Dist. Commissioner Approval? YES NO N/A DATES: _____
 Revisions to Original Scope? YES NO (If YES see Item 5 below)
 Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN
 Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
 DESIGN COST: _____
 CONSTRUCTION COST: _____
 Is conceptual estimate within project budget? YES NO
 If not, have additional funds been identified? YES NO
 Source(s) of additional funds: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE
 Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____
 Have additional funds been identified? YES NO
 Source(s) of additional funds: _____

Time impact _____
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS: _____

APPROVAL: Robert O. Hatton DATE: 7/26/05
 BOND OVERSIGHT BOARD



PROJECT ANALYSIS FORM
 Department of Capital Improvements
 City of Miami

Date Prepared:	1/11/2005
Revised Date:	2/3/2005
Revised Date:	3/18/2005
Revised Date:	7/20/2005

PROJECT NAME: ROBERTO CLEMENTE PARK BUILDING RENOVATION		
ADDRESS / LOCATION: 101 NW 34 Street		PROJECT No.: B-30172
NET OFFICE: Wynwood / Edgewater		DISTRICT: D2
CLIENT DEPT: Parks and Recreation		EST. PROJECT COST: \$810,000
CLIENT CONTACT: Maria Perez	TEL.: (305) 416-1314	ALLOCATED FUNDS: \$810,000
PROJECT MANAGER: Edgar Munoz	TEL.: (305) 416-1275	PROCUREMENT: JOC
CONSTR. MANAGER:	TEL.:	PROJECT TEAM: Vertical
INSPECTOR / CEO:	TEL.:	
EST. DESIGN START: 2/22/2005	EST. BID ADV.:	EST. CONSTRUCTION START: 8/15/2005
EST. DESIGN END: 6/15/2005	EST. AWARD DATE:	EST. CONSTRUCTION END: 4/12/2006



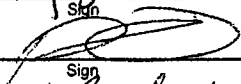
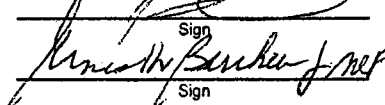
PROJECT COST ESTIMATE	PRODUCTION PHASE		
		Percentage	
	A. Design Svcs. - Outside Consultant	Prime Consultant: <u>Rizo, Carreno & Partners</u>	
	1 Basic Fees:		11.7% \$69,757
	2 Additional Services:		2.0% \$11,850
			SUB-TOTAL: \$81,607
	B. Design Svcs. - CIP		
	1 In-house Basic Design Fee:		
	2 In-house Additional Design Services:		
			SUB-TOTAL:
	C. Production Management Services		
	1 Prod. Mgmt. of Outside Consultant by CIP:		2.0% \$11,900
	2 Prod. Mgmt. of Outside Consultant by Industry Partner:		
			SUB-TOTAL: \$11,900
	D. Miscellaneous Services		
	1 Survey:	Vendor:	
	2 Re-plat:	Vendor:	
	3 Geotechnical Testing:	Vendor:	
	4 Utility Locations (Soft Digs):	Vendor:	
	5 Asbestos Survey:	Vendor:	
	6 Energy / HVAC Calculations:	Vendor:	
	7 Phase I Environmental:	Vendor:	
	8 Phase II Environmental:	Vendor:	
	9 Structural Testing:	Vendor: Rizo, Carreno & Partners	\$7,209
	10 Archeological Survey:	Vendor:	
11 Other:	Vendor: Reimbursable Expenses	\$2,500	
		SUB-TOTAL: \$9,709	
E. Special Fees / Assessments:			
1 DERM (Plans review, environmental permits, etc.):	Fee Waiver <input checked="" type="checkbox"/>		
2 Miami-Dade County Water and Sewer Department (Plan review)			
3 Florida Department of Environmental Protection (Permits):			
4 FDOT (Plans review, inspections, etc.):			
5 South Florida Water Management District (Permits):			
6 U.S. Army Corps of Engineers (Plans review, permits):			
7 HRS (Plans review, inspections, etc.):			
8 Other:			
		SUB-TOTAL:	
PRODUCTION PHASE TOTAL:		\$103,216	
CONSTRUCTION PHASE			
F. Construction:	JOC Contractor: _____		
1 Construction Estimate:		\$595,000	
2 Contingency Allowance:	10.0%	\$59,500	
3 Data & Telecommunication Systems (IT Dept.):			
4 Fixtures, Furniture and Equipment:			
5 WASA System Betterment:			
6 FPL Contribution-in-Aid-of Construction:			
7 Other:			
		SUB-TOTAL: \$654,500	

PROJECT COST ESTIMATE	G City and other Gov't Agencies Permit Fees		
	1	City of Miami Permits: _____ Bldg. Dept. <input type="checkbox"/> Public Works <input type="checkbox"/>	
	2	Miami-Dade County Impact Fees: _____	
	3	Miami-Dade County Archeological Monitoring: _____	
	4	Other: _____	\$1,709
			SUB-TOTAL: \$1,709
			CONSTRUCTION PHASE TOTAL: \$656,209
	CONSTRUCTION ADMINISTRATION		
	H	Construction Inspection Services - CIP: _____ 4.0%	\$23,800
	I	Construction Mgmt. - Industry Partner: _____	
J	Construction Engineering Observer (CEO) - Industry Partner _____		
K	JOC Administration _____ 1.5%	\$8,925	
		CONSTRUCTION ADMINISTRATION TOTAL: \$32,725	
ADMINISTRATIVE EXPENSES			
L	CIP Dept. (Mgmt./Budget/Procurement/Comm.): _____ 3.0%	\$17,850	
M	Industry Partner Program Mgmt. Support: _____		
		ADMINISTRATIVE EXPENSES TOTAL: \$17,850	
LAND ACQUISITION EXPENSES			
N	Land Cost: _____		
O	Transaction Costs: _____		
		LAND ACQUISITION TOTAL:	
		GRAND TOTAL - ESTIMATED PROJECT COST: \$810,000	

PROJECT SCOPE	The area of the Building is around 8,000 square feet.	
	1)	Removal/replacement of existing shingle roofing with new metal roofing with new decking/sheathing and supports.
	2)	Demolition/replacement of ceiling including removal and disposal of all light fixtures, HVAC vents, diffuser, registers.
	3)	Repair/replacement of all roof structure members (trusses) damaged for by termite infestation and rotting.
	4)	Removal of existing Painted surfaces and re-painting.
	5)	Removal/replacement of designated flooring and exposed slab floor with like or new types of floor finishes.
	6)	Removal/replacement in restrooms of tile, plumbing fixtures, partitions, accessories and finishes in reconfigured spaces
	7)	Removal/replacement of all damaged or non-code compliant doors and frames and provide a master key system.
	8)	Provide new ADA compliant components within the facility including new signage, hardware, grab bars, partitions, thresholds, ramps, drinking fountains, fixtures and equipment.
	9)	New partial metal roof canopies at exterior door entrances similar to the new standing metal roof assembly.
10)	Repair, re-finishing and reconstitution of the Verandah trellis installation. This extends to repair/refinishing the immediate steel picket fence and gate enclosures at the South, East and West sides of the Building.	

NOTES	Renovation work will be done depending on the outcome of the roof structure evaluation and actual extent of cost for repairs.
	This project combines B-30172 and B-60477 Roberto Clemente Park Building Improvements

FUND SOURCES	Fund: Homeland Defense Fund	CIP # 331419	Fiscal Year Available	Amount: \$810,000
	Fund: _____	CIP # _____		Amount: _____
	Fund: _____	CIP # _____		Amount: _____
	Fund: _____	CIP # _____		Amount: _____
	Fund: _____	CIP # _____		Amount: _____
	Fund: _____	CIP # _____		Amount: _____
				TOTAL ALLOCATED AMOUNT: \$810,000

VALIDATION	Project Manager: <u>Edgar Munoz</u>		Date: <u>7/21/05</u>
	Sr. Project Manager: <u>Fernando Paiva</u>		Date: <u>7/21/05</u>
	Reviewed by: <u>Pilar Saenz</u> CIP Budget Administrator		Date: <u>7-21-05</u>
	Accepted by: <u>Ernest Burkeen</u> Director of the Client Department		Date: <u>7/21/05</u>

15. Morningside Park Recreation Building Improvements

TOTAL DOLLAR AMOUNT: \$550,000 (1.35 Million Allocated, estimated balance \$800,000)
SOURCE OF FUNDS: \$550,000 - Neighborhood Park Improvements
DESCRIPTION OF PROJECT: Renovate the existing Recreation Building to upgrade bathrooms to ADA compliance, add air conditioning to the main double story space in the building, enclose and enlarge the porch area in the rear of the building to become an activity/aerobics room. Add a new parking lot to relieve the on-street parking in the front of the building. (Continuation of scope attached)

HD/NIB MOTION 05-84

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE MORNINGSIDE PARK RECREATION BUILDING IMPROVEMENTS.

MOVED: M. Reyes
SECONDED: M. Cruz
ABSENT: E. Broton, L. Cabrera, R. Cayard, L. De Rosa, D. Marko, J. Reyes, A. Sumner

Note for the Record: Motion passed by unanimous vote of all Board Members present.

16. Roberto Clemente Park Building Renovations

TOTAL DOLLAR AMOUNT: \$810,000 (1.1 Million Allocated, estimated balance \$290,000)
SOURCE OF FUNDS: Neighborhood Park Improvements
DESCRIPTION OF PROJECT: Project scope includes removal/replacement of existing shingle roofing with new metal roofing with a new decking/sheathing and supports. Demolition/replacement of ceiling including removal and disposal of all light fixtures, HVAC vents, diffuser, registers. Repair/replacement of all roof structure members (trusses) damage by termite infestation and rotting. Removal of existing painted surfaces and re-painting. (Continuation of scope attached)

HD/NIB MOTION 05-85

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE ROBERTO CLEMENTE PARK BUILDING RENOVATIONS.

MOVED: G. Reshefsky
SECONDED: M. Cruz
ABSENT: E. Broton, L. Cabrera, R. Cayard, L. De Rosa, D. Marko, J. Reyes

Note for the Record: Motion passed by unanimous vote of all Board Members present.

17. Spring Garden Point Park Renovation of the Historic Seybold Carriage House

Mary Conway, Director, CIP & Transportation, reported that when the item was brought before the Board, it was for approval of \$300,000 of historic preservation initiative monies to be used for the restoration of the building at the site. At that point, the project had been managed and administered by the neighborhood association. Some time later, CIP was asked to get involved and started looking at the scope of the project, validating of the cost estimate. The existing structure is in very deteriorated condition, so CIP sought an independent estimate for what the true cost was anticipated to be to restore the structure at the existing site and also to do some seawall repairs. Based on the information CIP has, there is a significant funding shortfall, so the project that was brought before the Board is on hold until the discrepancy associated with the funding shortfall can be resolved. The original 300,000 was only anticipated for the building and did not take into account seawall or site work that would also be required.

- 18. Dorsey Park Building Renovation – Design Services
AND**
- 19. Dorsey Park Building Renovation**

Edgar Munoz, CIP Department, reported that the scope of work includes a 900 square foot addition and interior renovations to comply with ADA. The original estimated project cost is \$440,000. The design is complete and the permit plans have been approved by the Building Department. The construction will start March 2006 and will end December 2006.

- 20. Roberto Clemente Park Building Renovation – Design Services
AND**
- 21. Roberto Clemente Park Building Renovation**

Edgar Munoz, CIP Department, reported that the building renovations include roof replacement and compliance with ADA for the entire building. The original project cost estimate is \$725,000. The estimated construction start date is March 2006 and the estimated completion date is January 2007.

- 22. Williams Park Pool and ADA Improvements – Design Services,**
- 23. Williams Park Recreation Building Improvements and Expansion –
Design Services
AND**
- 24. Williams Park Improvements**

Fernando Paiva, CIP Department, reported that the project includes the renovation of the existing 2,000 square foot building, new 2,106 square foot addition, and renovations to the pool house. The scope of work also includes landscaping, new walkways, and addressing the drainage problems. The consultant is currently addressing the Building Department comments, and the estimated construction start date is March or April 2006 and completion in March 2007. There are permitting issues that the Department has been addressing, as well as issues with the design.

Rolando Aedo questioned if there was any money spent in design work for the water playground. Mr. Fabrikant stated that there was none.

7. Williams Park Site Furnishings

Ed Blanco, Parks & Recreation, reported that the project has been completed and pictures are available.

8. Roberto Clemente Park Building Renovation

Jose Ortega, CIP Department, reported that the estimated cost of the project is about \$724,000. The general scope of the work is to repair the roof structure, install a new roof, and make some ADA modifications to the building. The contractor mobilized May 15, and he has completed his requirements of demolition to have the structural engineer onboard do his analysis on the termite inspection. He was brought on-site as of Monday. He has completed his inspection along with two of his associates, and at the present time, the Department is awaiting his report and his recommendation for the mitigation of trusses as it sits right now. There is a good possibility a portion of the existing trusses may need to be torn down to accomplish the project.

Rolando Aedo questioned whether the budget would allow for that probability. Mr. Ortega stated that there is a high likelihood that there are not enough monies available to go into that task. Mr. Fabrikant stated that the Department is waiting for the report to come in, so the extent of options available is unknown. The likelihood is there is not sufficient money allocated at this time to cover the costs of any mitigation because the report is expected to come back showing significant issues that will require an increase in the overall construction cost, as well as delay in completing the project. The report should be ready by the next meeting.

9. Coral Way Beautification Uplighting Phase I

Tony Sabbag, CIP Department, reported that the project is about 97 to 98 percent complete. At the last meeting, it was reported that there was some hurricane damage on about 16 or 18 lamps. Right now, there are about 10 lamps missing. The contractor is expected to be out there tomorrow to replace those last 10 lamps. The uplighting has been functioning since June 6, and it is expected to be done by the end of this month, early next week, the latest.

Gary Reshefsky asked how the lights are working. Mr. Sabbag stated that the lights are working fine. The first night they were turned on, the Department had a drive-through done on both sides. There weren't any glare issues, and they seemed to be lighting up the canopy pretty well.

10. Coral Way Beautification Phase II

Tony Sabbag, CIP Department, reported that the estimated cost was \$86,900, which consisted of the landscaping along the median islands and around the uplighting fixtures. The project is 100 percent complete. The last update reported that there was some hurricane damage and the Department was negotiating costs. That has all been done. The project was completed and turned over to Public Works maintenance on May 22.

➤ Roberto Clemente Park Update

Gary Fabrikant, CIP Department, reported that the Department is in the process of analyzing the available dollars under HD-1 bond series to determine what can continue immediately and what has to wait for HD-2. That analysis is being finalized and the Department will be meeting with the Manager, hopefully, within the next two weeks, to get his concurrence. Once that has been done, part of the proposal is to immediately proceed with the redesign for Roberto Clemente Park. The redesign typically takes about one year. The Department will work to try to have that reduced, but that's pretty much standard in the industry, and then about a year for construction. Any time you try to expedite a process and reduce timeframes, you will increase the cost of the project.

Luis De Rosa requested that Gary Fabrikant e-mail the information regarding the meeting with the City Manager concerning the project's current status to him within the next seven days.

Chairman Flanders suggested that the board members do some personal lobbying upstairs on the 15th with the Mayor.

Gary Reshefsky stated that the Board wants to be kept apprised of any updates or delays to projects in a timely manner. Mr. Aluko stated that he would honor that request.

❖ Jose Marti Gymnasium

Ola O. Aluko, Director, CIP Department, stated that the project is roughly \$5.2 million, and it includes a gymnasium, a fitness center, aerobics facility, locker rooms, and other ancillary spaces for 500 people. The project has moved quickly, and is roughly 28 percent completed now. The project is expected to be completed by June or July 2008.

Gary Reshefsky requested the funding amount in the capital plan for the operation of the facility. Mr. Aluko stated that he would pass the request on to the CFO and the Parks Department and that the response would be presented at the next meeting.

Charisse L. Grant asked what is the long-term provision for the City being able to finance the programming or make money available for CBOs to program the parks facilities? Ed Blanco, Department of Parks & Recreation, stated that the Parks Department has been steadily increasing its annual budget because it understands the need for additional park staff. The Department is planning for the addition of new staff for the new facilities coming on line.

Luis Cabrera asked if it were possible, for the next meeting, for the Board to obtain an operational chart of the Parks Department, to include current staffing and projected staffing. Mr. Blanco stated that the Department could provide an organizational chart to the Board that shows the 2007-2008 staff on board.

❖ Roberto Clemente Park

David Mendez, Assistant Director, CIP Department, stated that three consultants/architects were selected that will come on line in September. One of those three architects will be working on Robert Clemente community center. Quite a bit of community outreach is expected for this project. Shovels in the ground are expected 18 months from this September.

❖ Black Police Precinct & Museum Restoration

Ola O. Aluko, Director, CIP Department, stated that the project is roughly \$1.4 million. The scope entails the remodeling of the building to restore it to its original condition. The building has been gutted. The building will have new HVAC and electrical work. Since the building will be a museum, there will be additional infrastructure included in order to display some of the museum artifacts. The building will also include a training room. The project is roughly 50 percent completed. The target completion date is March 2008.

III. CHAIRPERSON'S OPEN AGENDA:

IV. ADDITIONAL ITEMS:



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 7/26/05 DISTRICT: 1
 NAME OF PROJECT: FAIRLAWN STORM WATER PUMP STATION PROJECT, PHASE IIA
 INITIATING DEPARTMENT/DIVISION: Capital Improvements
 INITIATING CONTACT PERSON/CONTACT NUMBER: Roger Harron (305) 416-1292
 C.I.P. DEPARTMENT CONTACT: Jose L Lago (305) 416-1252
 RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 352284
 ADDITIONAL PROJECT NUMBER: B-50702
 (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$2,487,201 (3,179,000 1st Series Authorization, estimated balance \$0)
 SOURCE OF FUNDS: HDNI-Fairlawn Storm Sewers- Phase III
 ACCOUNT CODE(S): CIP #352284

If grant funded, is there a City match requirement? YES NO
 AMOUNT: _____ EXPIRATION DATE: _____
 Are matching funds Budgeted? YES NO Account Code(s): _____
 Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:
 Individuals / Departments who provided input: _____
 DESCRIPTION OF PROJECT: The proposed project involves the construction of a new gravity conveyance system connected to a new pump station & force main outfalling to the C-4 canal (via a new outfall). The project includes milling and resurfacing of the affected roadways by the construction. The project area is bounded by NW 4 Terrace, NW 47 Avenue, NW 7 Street, NW 51 Avenue, and the SW portion of Antonio Maceo Park.

ADA Compliant? YES NO N/A
 Approved by Audit Committee? YES NO N/A DATE APPROVED: 7/19/05
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 7/26/05
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Community Mtg/Dist. Commissioner Approval? YES NO N/A DATES: _____
 Revisions to Original Scope? YES NO (if YES see Item 5 below)
 Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN
 Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
 DESIGN COST: _____
 CONSTRUCTION COST: _____
 Is conceptual estimate within project budget? YES NO
 If not, have additional funds been identified? YES NO
 Source(s) of additional funds: _____
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE
 Individuals / Departments who provided input: _____
 Justifications for change: _____
 Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____
 Have additional funds been identified? YES NO
 Source(s) of additional funds: _____

Time impact _____
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS: _____

APPROVAL: [Signature] DATE: 7/26/05
 BOND OVERSIGHT BOARD

7. Fairlawn Storm Water Pump Station Phase IIA

TOTAL DOLLAR AMOUNT: \$2,487,201 (3,179,000 1st Series Authorization, estimated balance \$0)
SOURCE OF FUNDS: HDNI-Fairlawn Storm Sewers-- Phase III
DESCRIPTION OF PROJECT: The proposed project involves the construction of a new gravity conveyance system connected to a new pump station & force main outfalling to the C-4 canal (via a new outfall). The project includes milling and resurfacing of the affected roadways by the construction. The project area is bounded by NW 4 Terrace, NW 47 Avenue, NW 7 Street, NW 51 Avenue, and the SW portion of Antonio Maceo Park.

HD/NIB MOTION 05-76

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE FAIRLAWN STORM WATER PUMP STATION PHASE IIA.

MOVED: M. Reyes
SECONDED: W. Harvey
ABSENT: E. Broton, L. Cabrera, R. Cayard, L. De Rosa, D. Marko, J. Reyes

Note for the Record: Motion passed by unanimous vote of all Board Members present.

8. NE 40th Street

TOTAL DOLLAR AMOUNT: \$2,405,097 (10 Million Bond Authorization, 1st Series Allocation-\$3 Million + \$500,000 unallocated + swaps per ordinance (\$1,571,885), estimated balance \$508,750)
SOURCE OF FUNDS: \$1,803,115 Design District/FEC Corridor Improvements/\$520,397 Local Gas Tax/\$81,585 Stormwater Utility Trust Fund.
DESCRIPTION OF PROJECT: Scope includes milling and resurfacing of NE 40th Street with bulb outs with pedestrian crosswalks, along with constructing wider sidewalks per Miami Design District Planning Study from N Miami Avenue to NE 2nd Avenue. Location: NE 40th Street from N. Miami Avenue to NE 2nd Avenue.

HD/NIB MOTION 05-77

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE NE 40TH STREET PROJECT.

MOVED: J. Manowitz
SECONDED: W. Harvey
ABSENT: E. Broton, L. Cabrera, R. Cayard, L. De Rosa, D. Marko, J. Reyes

Note for the Record: Motion passed by unanimous vote of all Board Members present.

Engineering, who will be the firm preparing the final design for the project. The final design was started in November 2005 and it is expected to be completed in October 2006. The design contract amount is \$246,337.

10. Fairlawn Storm Sewer Improvements Phase III – Design Services

Jose Lago, CIP Department, reported that the project area is bounded by Southwest 8th Street, West Flagler Street, Southwest 47th Avenue, and Southwest 57th Avenue. The preliminary drainage study was completed in October 2005. The final design, which is being prepared by Post Buckley, is expected to begin in February 2006, and the anticipated completed date is December 2006. The final design costs are \$277,905.

11. Fairlawn Storm Water Pump Station Phase IIA

Jose Lago, CIP Department, reported that the project is in construction, which began January 2006, with an anticipated completion date of June 2007. The project area is bounded by Northwest 7th Street, Northwest 4th Terrace, Northwest 47th Avenue, and Northwest 51st Avenue, and it also includes a portion of Antonio Maceo Park.

12. Black Police Precinct & Museum Restoration

Jim Brittain, CIP Department, reported that the museum has been under construction for almost one year. The contractor is currently in the process of installing plumbing and electrical. Most of the interior partitions have been installed, and the large exterior window frames are expected to be in this week. A dedication of the facility is expected to occur between late 2006 and early 2007.

Mary Conway, Director, CIP/Transportation, reported that the anticipated construction completion date is summer 2006.

13. Gibson Park Improvements Phase I

Jim Brittain, CIP Department, reported that the interior work on Phase I is complete on the recreation building, except for the installation of the suspended lights within the main room of the recreation building, and the contractor should be starting on those any day now; they have been given the go-ahead to do that. The exterior landscaping between the recreation building and the library is all complete. The irrigation system is complete, and the remaining site work, part of Phase I, cannot be done until Phase II is almost complete because they overlap.

14. Gibson Park Improvements Phase II

Jim Brittain, CIP Department, reported that the PO should be issued for Phase II within the next month to start on the Phase II construction.

Mary Conway, Director, CIP/Transportation, reported that there are different improvements being overseen at the park by the CIP office on behalf of the Parks Department. There are other initiatives that the Parks Department is overseeing directly. Mary Conway makes a commitment to the Board that she will get together with both CIP staff and Ernest Burkeen, Parks Director, and Park staff to make sure that all of the different areas where improvements are needed within the park are being addressed, and this project will be included as an

Lionel Zapata, CIP Department, reported that the project has not started construction. A full blown set of plans will have to be developed to take care of drainage that is required as part of the scope of the project. Everything else is already taken care of. Once the project gets started, it should go very quickly, about 30-45 days from beginning to end; about 45-55 days until closeout. The project is well within its budget. The proposal already came in. A PO should be issued within two weeks.

4. Fairlawn Storm Water Pump Station Project - Phase IIA

Ed Herald, CIP Department, reported that construction began in January 2006. Ninety percent of the storm drain pipe is already laid in through the neighborhood streets. Currently, the last of the pipe is being wrapped up along 7th Street that's going to tie into the pump station on the south end of Antonio Maceo Park. The structure for the pump station itself is complete, and the remaining work effort consists of completing the storm drain pump and all the mechanical and electrical work. Construction completion is anticipated by April 2007. The project should be finished within budget.

5. Armbrister Park Recreation Building Improvements

Marcel Douge, CIP Department, reported that the project is currently under construction and is approximately 45 percent complete. The construction completion date is estimated for April 2007. The project is within budget.

6. Dorsey Park Building Renovation

Marcel Douge, CIP Department, reported that the building has completed design, fully permitted. The Department is currently in the process of selecting a JOC contractor for the construction. The project is within budget. The project estimated completion date will be established once the contractor is on board.

7. Morningside Park Recreation Building Improvements

Marcel Douge, CIP Department, reported that the building design is 95 percent complete, but there is an issue with the Class II Permit. The project is on hold because there have been some objections from the neighbors to the addition of the building.

Gary Fabrikant, CIP Department, stated that a public meeting will have to be held at the site to determine all of the neighbors' concerns and reservations about the project and then work out the issues.

8. Lummus Park Recreation Addition & Renovation

Marcel Douge, CIP Department, reported that the building is fully dry run permitted and a contractor has been selected for the construction portion. The project scope has to be reduced to meet the budget. The project estimated completion date will be established once the contractor is selected, which should take place within the next month. The project will take about nine to ten months to complete.

9. Williams Park Improvements

Vice Chairman Reyes: Now Williams Park Improvements. That's yours too, Marcel?



UPDATE

1. DATE: 8/23/05 DISTRICT: 4
 NAME OF PROJECT: SHENANDOAH PARK IMPROVEMENTS PHASE II
 INITIATING DEPARTMENT/DIVISION: Capital Improvements
 INITIATING CONTACT PERSON/CONTACT NUMBER: Andre Bryan (305) 416-1211
 C.I.P. DEPARTMENT CONTACT:
 RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 311714 & 331419
 ADDITIONAL PROJECT NUMBER: B-30304

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO *If yes,*
 TOTAL DOLLAR AMOUNT: \$1,624,667
 SOURCE OF FUNDS: \$224,667 - D4 Quality of Life \$5 Million Allocated, estimated balance \$919,211
\$1,350,000 - Neighborhood Park Improvements \$1.35 Million Allocated, estimated
balance \$0
\$100,000 -Contribution from Bayfront Park Mgmt Trust
 ACCOUNT CODE(S): CIP # 311714 & 331419
 If grant funded, is there a City match requirement? YES NO
 AMOUNT: _____ EXPIRATION DATE: _____
 Are matching funds Budgeted? YES NO Account Code(s): _____
 Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:
 Individuals / Departments who provided input: _____
 DESCRIPTION OF PROJECT: Scope consists of the furnishings of all labor, materials and equipment to perform primarily the following: Recreation Building: Change the shower to a handicap restroom, replace 3 windows, expand the building to create a kiln room, install a complete A/C system (includes ductwork, piping and electrical), insulate the roof, remove the chevron openings, replace the roll-up doors with double doors (automatic closure).
Continuation of scope is attached.
 ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 8/17/05
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 8/23/05
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Community Mtg/Dist. Commissioner Approval? YES NO N/A DATES: _____
 Revisions to Original Scope? YES NO (If YES see Item 5 below)
 Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN
 Has a conceptual cost estimate been developed based upon the initial established scope? YES NO *If yes,*
 DESIGN COST: _____
 CONSTRUCTION COST: _____
 Is conceptual estimate within project budget? YES NO
 If not, have additional funds been identified? YES NO
 Source(s) of additional funds: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE
 Individuals / Departments who provided input: _____
 Justifications for change: _____
 Description of change: _____
 Fiscal Impact YES NO HOW MUCH? _____
 Have additional funds been identified? YES NO
 Source(s) of additional funds: _____
 Time impact _____
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS: Previously approved Phase I
 APPROVAL: [Signature] DATE: 8/23/05
 BOND OVERSIGHT BOARD



PROJECT ANALYSIS FORM
 Department of Capital Improvements
 City of Miami

Date Prepared:	4/15/2003
Revised Date:	10/13/2004
Revised Date:	2/7/2005
Revised Date:	8/3/2005

PROJECT NAME: SHENANDOAH PARK IMPROVEMENTS (FOR PHASE 2)		
ADDRESS / LOCATION: 2111 SW 19 Street	PROJECT No.:	B-30304
NET OFFICE: Coral Way	DISTRICT:	D5
CLIENT DEPT: Parks and Recreation	EST. PROJECT COST:	\$1,694,867
CLIENT CONTACT: Maria Perez	TEL.: (305) 416-1014	ALLOCATED FUNDS: \$1,694,867
PROJECT MANAGER: Andre Bryan	TEL.: (305) 416-1211	PROCUREMENT: JOC
CONSTR. MANAGER: Jim Brittain	TEL.: (305) 416-1047	PROJECT TEAM: Vertical
INSPECTOR / CEO:	TEL.:	
EST. DESIGN START: 6/17/2003	EST. BID ADV.:	EST. CONSTRUCTION START: 1/28/2005
EST. DESIGN END: 4/14/2005	EST. AWARD DATE:	EST. CONSTRUCTION END: 1/27/2006

PRODUCTION PHASE		Percentage	
A. Design Svcs. - Outside Consultant		Prime Consultant: <u>R.E. Chisholm Architects</u>	
1	Basic Fees:	11.2%	\$137,590
2	Additional Services:	3.4%	\$42,100
		SUB-TOTAL:	\$179,690
B. Design Svcs. - CIP			
1	In-house Basic Design Fee:	0.0%	\$0
2	In-house Additional Design Services:	0.0%	\$0
		SUB-TOTAL:	\$0
C. Production Management Services			
1	Prod. Mgmt. of Outside Consultant by CIP:	4.0%	\$49,000
2	Prod. Mgmt. of Outside Consultant by Industry Partner:	0.0%	\$0
		SUB-TOTAL:	\$49,000
D. Miscellaneous Services			
1	Survey:	Vendor:	
2	Re-plat:	Vendor:	
3	Geotechnical Testing:	Vendor: ATC Associates, Inc.	\$2,430
4	Utility Locations (Soft Digs):	Vendor:	
5	Asbestos Survey:	Vendor:	
6	Energy / HVAC Calculations:	Vendor:	
7	Phase I Environmental:	Vendor:	
8	Phase II Environmental:	Vendor:	
9	Structural Testing:	Vendor:	
10	Archeological Survey:	Vendor:	
11	Other:	Vendor:	
		SUB-TOTAL:	\$2,430
E. Special Fees / Assessments:			
1	DERM (Plans review, environmental permits, etc.):	Fee Waiver <input type="checkbox"/>	\$517
2	Miami-Dade County Water and Sewer Department (Plan review)		\$150
3	Florida Department of Environmental Protection (Permits):		
4	FDOT (Plans review, inspections, etc.):		
5	South Florida Water Management District (Permits):		
6	U.S. Army Corps of Engineers (Plans review, permits):		
7	HRS (Plans review, inspections, etc.):		
8	Other:		
		SUB-TOTAL:	\$667
		PRODUCTION PHASE TOTAL:	\$231,787
CONSTRUCTION PHASE			
F. Construction:		JOC Contractor: <u>Carivon Construction, Inc.</u>	
1	Construction Estimate:		\$1,225,000
2	Contingency Allowance:	10.0%	\$122,500
3	Data & Telecommunication Systems (IT Dept.):		
4	Fixtures, Furniture and Equipment:		
5	WASA System Betterment:		
6	FPL Contribution-in-Aid-of Construction:		
7	Other: Two (2) project signs from Image 2000		\$335
		SUB-TOTAL:	\$1,347,835

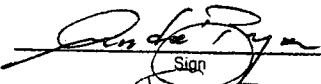
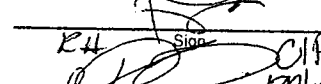
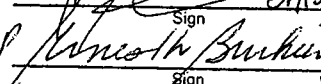
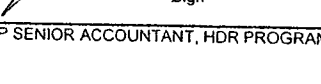
PROJECT COST ESTIMATE

PROJECT COST ESTIMATE	G City and other Gov't Agencies Permit Fees		
	1	City of Miami Permits: Bldg. Dept. <input checked="" type="checkbox"/> Public Works <input checked="" type="checkbox"/>	
	2	Miami-Dade County Impact Fees:	
	3	Miami-Dade County Archeological Monitoring:	
	4	Other:	\$360
			SUB-TOTAL: \$360
			CONSTRUCTION PHASE TOTAL: \$1,348,195
	CONSTRUCTION ADMINISTRATION		
	H	Construction Inspection Services - CIP:	0.0% \$0
	I	Construction Mgmt. - Industry Partner:	0.0% \$0
	J	Construction Engineering Observer (CEO) - Industry Partner	4.9% \$59,560
	K	JOC Administration	1.5% \$18,375
			CONSTRUCTION ADMINISTRATION TOTAL: \$77,935
	ADMINISTRATIVE EXPENSES		
	L	CIP Dept. (Mgmt./Budget/Procurement/Comm.):	3.0% \$36,750
M	Industry Partner Program Mgmt. Support:	0.0% \$0	
		ADMINISTRATIVE EXPENSES TOTAL: \$36,750	
LAND ACQUISITION EXPENSES			
N	Land Cost:		
O	Transaction Costs:	0.0% \$0	
		LAND ACQUISITION TOTAL: \$0	
		GRAND TOTAL - ESTIMATED PROJECT COST: \$1,694,667	

PROJECT SCOPE	The scope of works consist of the furnishing of all labor, materials and equipment to perform primarily the following.	
	RECREATION BLDG:	Change the shower to a handicap restroom, replace 3 windows, expand the building to create a kiln room, install a complete A/C system (includes ductwork, piping and electrical), insulate the roof, remove the chevron openings, replace the roll-up doors with double doors (automatic closure)
	POOL FACILITY:	Remodel the pool house (includes ADA improvements), resurface the pool and pool deck, install a pool heater system, repair pool equipment and piping, and other misc. improvements (incl. landscaping).
	COMMUNITY BLDG:	Install security screens on all the exterior windows.
	SITE IMPROVEMENTS:	Install bollards along SW 22 Avenue, replace the basketball court with 2 standard size basketball courts (includes sports lighting), construct a drainage system at one location and grade another location to alleviate flooding, replace the fencing and wind screen at the tennis courts, sod the ballfield area, and repair the irrigation system.
SW 17 ALLEY:	Patch the asphalt, apply black top sealer and striping, replace the wheel stops and install swing gates at the entrances.	

NOTES
 A new Child Care Facility was originally part of the project scope. The facility was removed from the project scope after the design was completed. The work that was added to the original scope are the pool heater system, an A/C system for the Recreation Building, new site irrigation system, grade and sod the open field, and remodel the pool buildings. The pool facility was selected as the site for a permanent fire station. As per Parks Dept. 8/3/05 request, the proposed improvements (except the heater system) for the pool facility are placed on hold until a decision on the fire station is finalized.

FUND SOURCES	Fund: Homeland Defense Fund	CIP # 331419	Fiscal Year Available 2004	Amount: \$1,350,000
	Fund: Quality of Life - District 4	CIP # 311714	2004	Amount: \$244,667
	Fund: Contribution from Bayfront Park Mgmt Trust	CIP #	2005	Amount: \$100,000
	Fund: <i>To be verified by Budget Dept.</i>			Amount:
	TOTAL ALLOCATED AMOUNT: \$1,694,667			

VALIDATION	Project Manager: Andre Bryan		Date: 8/4/05
	Sr. Project Manager: Fernando Paiva		Date: 8/4/05
	Reviewed by: Pilar Saenz CIP Budget Administrator		Date: 8-10-05
	Accepted by: Ernest Burkeen Director of the Client Department		Date: 8/11/05

preparing but can't attend the Audit Subcommittee, is that something that they would e-mail to Danette and Zimri to then forward to us? Is that the appropriate way to do that?

Mr. Fabrikant: Correct. You -- the Audit Committee or whoever wants the information would have to give in detail what specific information you're requesting through Danette, and we will provide that information.

Mr. Aedo: Again, and I would counsel my colleagues, in terms of detail, there's going to be plenty of opportunity for requesting detail, and I think it's inevitable, but what I'm envisioning -- and again, I want the Board to buy into this -- is almost in a resolution format where we're actually hitting some major grievances that we have, and we've actually identified several of them today.

10. Gibson Park Improvements – Phase II

Marcel Douge, CIP Department, reported that the project is currently under construction, about 25 percent complete. The construction is estimated to be completed by October 2007.

11. Shenandoah Park Improvements – Phase II

Marcel Douge, CIP Department, reported that the project is currently in design. He reported that there are no funding issues with this project.

III. CHAIRPERSON'S OPEN AGENDA:

IV. ADDITIONAL ITEMS:

➤ Request for Little Haiti Park Update

Laurinus Pierre requested information regarding the Little Haiti Park Project.

Gary Fabrikant, CIP Department, stated that an update on Little Haiti Park will be provided at the next meeting.

➤ Roberto Clemente Park Update

Luis De Rosa requested information regarding improvements at Roberto Clemente Park.

Gary Fabrikant, CIP Department, stated that part of the projects that were included as part of the bond was a renovation to Roberto Clemente, which was a closed facility. An architect was hired to renovate the facility, not just to replace the roof. The architect of record does due diligence. That means they inspect the facility. They do not do destructive testing. They do not rip down walls. They do not rip down ceilings. To do that is cost prohibitive on any project. They did their due diligence, as any design firm would do and designed the project. The project was bid out through the JOC program and pricing was obtained for the project. The project was then awarded and the work proceeded. Only during demolition, extensive, destructive demolition to the facility was it determined that there was extensive termite damage that would only be seen when you tear apart a facility. That resulted in an analysis by the structural engineer that the building could not be renovated for the cost estimated. The issue was

9. Shenandoah Park Improvements -- Phase II.

TOTAL DOLLAR AMOUNT: \$1,694,667
SOURCE OF FUNDS: \$224,667- D4 Quality of life \$5 Million Allocated, estimated balance \$919,211.
\$1,350,000-Neighborhood Park Improvements \$1.35 Million Allocated, estimated balance \$0.
\$100,000 -Contribution from Bayfront Park Mgmt Trust.
ACCOUNT CODE(S): CIP # 311714 & 331419
DESCRIPTION OF PROJECT: Scope consists of the furnishings of all labor, materials and equipment to perform primarily the following: Recreation Building: Change the shower to a handicap restroom, replace 3 windows, expand the building to create a kiln room, install a complete A/C system (includes ductwork, piping and electrical), insulate the roof, remove the chevron openings, replace the roll-up doors with double doors (automatic closure) Continuation of scope is attached.

HD/NIB MOTION 05-109

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE SHENANDOAH PARK IMPROVEMENTS -- PHASE II.

MOVED: E. Broton
SECONDED: W. Harvey
ABSENT: L. Cabrera, R. Cayard, R. Flanders, J. Manowitz, D. Marko, A. Sumner

Note for the Record: Motion passed by unanimous vote of all Board Members present.

10. Bryan Park New Tennis Center. -- ITEM PULLED; TO BE PRESENTED NEXT MONTH.

TOTAL DOLLAR AMOUNT: \$1,000,000 (5 Million Allocated, estimated balance is \$919,211)
SOURCE OF FUNDS: D-4 Quality of Life Improvements
ACCOUNT CODE(S): CIP # 311714
DESCRIPTION OF PROJECT: Project consists of a new recreation building, ADA ramps, 3 new tennis courts, and additional parking. Site Improvements include new walkways, landscaping and fencing, approximately 2400 SF

ITEM PULLED

Alicia Cuervo Schreiber reported that the Administration was asked to revisit the size of the community center, and to also eliminate all parking on the site, and other elements suggested from the community that are being revisited by staff. The tennis court element is not being revisited. The permitting phase will continue because those elements can be changed without stopping the permitting process. The property owners across the street from the park had objections to eliminating green space and putting in new tennis courts. There were a great deal of constituents at the meeting

8. Shenandoah Park Improvements Phase II

Fernando Paiva, CIP Department, reported that the design is 70 percent complete. The design completion is anticipated for July 2006. The estimated construction start date is after the summer program of 2006. The project's expected completion date is February 2007.

9. Coral Gate Park Building Improvements

Juan Ordonez, CIP Department, reported that the design process is complete, and the plans are in the process of permitting. There are pending issues with the Public Works Department and the Zoning Department. The construction is estimated to begin when the second series bond monies are available.

Mary Conway, Director, CIP & Transportation, stated that if a project was in first series and it was determined that the monies could not be expended within the time frames established for the first series of the bonds, the projects were shifted out. Then the department looked at projects that were in second series that could be done now. Some of the projects were smaller in nature that, in a relatively quick time frame, the projects could be implemented and all of the monies could be spent. For quite a few of the other projects, a conscientious decision was made to fund the design of those projects with the first series monies so that, when the second series bond proceeds were available, the Department would not have to wait for all of the preliminary engineering to be completed before the projects could start.

Mariano Cruz stated that he had received complaints from an individual concerning paint peeling from a newly done fence in a park.

Mary Conway, Director, CIP & Transportation, stated that plans and specifications accompany all of the projects that specify how the work is to be performed, and either City staff or industry partner staff provides construction inspection services on every job, making sure that the projects are being built according to those plans and specifications. She requested that the information regarding the fence be forwarded to her for further review.

10. West End Park Building Terrace Remodeling

Tony Sabbag, CIP Department, reported that the existing terrace had about 1,200 square feet of open terrace. The west elevation has been closed in, about 560 square feet. The cost was about \$76,031. Construction began January 9, 2006. The estimated completion date is June 7, 2006. The scope of work consisted of new footings, new concrete block walls, and new windows. There was an added scope from storm panels to accordion shutters for theft protections and for convenience. Also, data cables and additional junction boxes were added in the recreation room. All of the stucco work and electric work are done. The new air conditioning units have been put in. The project is on budget.

11. West End Park Pool Improvements

Tony Sabbag, CIP Department, reported that there is an existing 7- to 8-foot metal fence located around the perimeter of the pool, which was damaged during the two hurricanes. Coordination has been done with the Parks Department to begin construction on the pool after the park pool program ends, which will be in August. The anticipated construction start date is September 4, 2006, and the estimated completion date is March 7, 2007. The entire roof of the pool building will be replaced due to a termite problem with the roof. The snack



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 7/24/07 DISTRICT: 2
NAME OF PROJECT: MORNINGSID PARK SHORELINE STABILIZATION PROJECT
INITIATING DEPARTMENT/DIVISION: Capital Improvements Program
INITIATING CONTACT PERSON/CONTACT NUMBER: (305)416-1253
C.I.P. DEPARTMENT CONTACT: Ola O Aluko (305) 416-1280
RESOLUTION NUMBER: CIP/PROJECT NUMBER: B-30317

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [] NO If yes,
TOTAL DOLLAR AMOUNT: \$1,000,300 (\$705,000 is only from Neighborhood Parks Improvements &
Acquisition)
SOURCE OF FUNDS: \$705,000 Neighborhood Park Improvements & Acquisitions/\$10,300 SNPB
Conversion & \$285,000 SFWMD Shoreline Stabilization

If grant funded, is there a City match requirement? [] YES [] NO
AMOUNT: EXPIRATION DATE:
Are matching funds Budgeted? [] YES [] NO Account Code(s):
Estimated Operations and Maintenance Budget

3. SCOPE OF PROJECT:
Individuals / Departments who provided input:
DESCRIPTION OF PROJECT: This project scope includes the removal and disposal of existing concrete rubble,
debris and exotic vegetation. Construct a Rip-Rap revetment along 334 linear feet of shoreline out a distance of (10)
feet waterward. Kayak launching area.

ADA Compliant? [] YES [] NO [] N/A
Approved by Audit Committee? [X] YES [] NO [] N/A DATE APPROVED: 7/18/07
Approved by Bond Oversight Board? [] YES [] NO [] N/A DATE APPROVED: 7/24/07
Approved by Commission? [] YES [] NO [] N/A DATE APPROVED:
Revisions to Original Scope? [] YES [] NO (If YES see Item 5 below)
Time Approval [] 6 months [] 12 months Date for next Oversight Board Update:

4. CONCEPTUAL COST ESTIMATE BREAKDOWN
Has a conceptual cost estimate been developed based upon the initial established scope? [] YES [] NO If yes,
DESIGN COST:
CONSTRUCTION COST:
Is conceptual estimate within project budget? [] YES [] NO
If not, have additional funds been identified? [] YES [] NO
Source(s) of additional funds:

Approved by Commission? [] YES [] NO [] N/A DATE APPROVED:
Approved by Bond Oversight Board? [] YES [] NO [] N/A DATE APPROVED:

5. REVISIONS TO ORIGINAL SCOPE
Individuals / Departments who provided input:
Justifications for change:
Description of change:

Fiscal Impact [] YES [] NO HOW MUCH?
Have additional funds been identified? [] YES [] NO
Source(s) of additional funds:

Time impact
Approved by Commission? [] YES [] NO [] N/A DATE APPROVED:
Approved by Bond Oversight Board? [] YES [] NO [] N/A DATE APPROVED:

6. COMMENTS:
APPROVAL: [Signature] DATE: 7/24/07
BOND OVERSIGHT BOARD

Gary Reshefsky stated that the Audit Subcommittee supported the Blanche Park fence project because it's great and necessary for public safety.

➤ Saunder's Plot Repairs at City's Cemetery

<p>NAME OF PROJECT: SAUNDER'S PLOT REPAIRS AT CITY'S CEMETERY TOTAL DOLLAR AMOUNT: \$23,767 (\$20,000 is from District 2 Quality of Life Improvements & \$3,767 is from Bay Front Park Trust Fund) SOURCE OF FUNDS: <u>District 2 Quality of Life Improvements & Bay Front Park Trust Fund.</u> DESCRIPTION OF PROJECT: <u>This project scope includes the demolition and removal of all four arched beams. Erect 16'x8" grade beams connecting all columns and provide new arch beams. Hand excavates all footing and grade beams in order not to disturb any underground graves. Level and straighten all columns prior to erecting beams, provide barricades, debris removal, stucco patching, paint, and sod area damaged by construction.</u></p>
--

NO ACTION TAKEN DUE TO LACK OF QUORUM.

Ed Blanco, Department of Parks & Recreation, stated that the Saunder's Plot project is not really a repair because there will need to be a brand-new construction of the Saunder's Plot at the Miami City Cemetery, which was brought to the attention of Commissioner Sarnoff's office by the Dade Heritage Trust. One quote was received for about \$23,000 to renew the arches. The arches cannot be repaired because they're in very bad condition. They have to be demolished and have new arches installed. Because it falls under \$25,000, the project does not need to be bid out. Contractors are on board that will do the project for the amount specified. The Department has been advised that the Commissioner would like both projects to move forward as soon as possible, and since there is no quorum tonight, under the official rules, the Board's approval is needed to move forward on both projects.

Mr. Blanco requested the Board to allow the Administration to proceed with both projects, Blanche Park Fence Project and Saunder's Plot Repairs at City's Cemetery, prior to the approval of the Board.

Rafael O. Diaz, Deputy City Attorney, stated that if the project is not being bid out and it's under the Manager's purview to contract the project, then it can be done.

➤ Morningside Park Shoreline Stabilization Project

<p>NAME OF PROJECT: MORNINGSIDE PARK SHORELINE STABILIZATION PROJECT TOTAL DOLLAR AMOUNT: \$1,000,300 (\$705,000 is only from Neighborhood Parks Improvements & Acquisition) SOURCE OF FUNDS: \$705,000 Neighborhood Park Improvements & Acquisitions/\$10,300 SNPB Conversion & \$285,000 SFWMD Shoreline Stabilization DESCRIPTION OF PROJECT: <u>This project scope includes the removal and disposal of existing concrete rubble, debris and exotic vegetation. Construct a Rip-Rap revetment along 334 linear feet of shoreline out a distance of (10) feet waterward. Kayak launching area.</u></p>
--

NO ACTION TAKEN DUE TO LACK OF QUORUM.

Edgar Muñoz, CIP Department, stated that the project has been in the works for about two years. Lots of time has been spent securing the environmental permits. Now everything is ready and the project will move forward as soon as it is approved. The project will cost \$1.3 million and will cover 30,340 linear feet of shoreline. This is very important because the ocean needs to be stopped on the shoreline. The project will include the addition of two kayak launchers. The preconstruction meeting with DERM was held last week, and the project is ready to begin.

Gary Reshefsky stated that the Audit Subcommittee recommended approval of the project.

UPDATES:

❖ Little Haiti Park Soccer Park

Ola O. Aluko, Director, CIP Department, reported that the Little Haiti Park Soccer Park project, located in District 5, is roughly 70 percent complete. The project's estimated value is \$6.9 million. The park consists of a 700-plus seat grandstand, an international size pitch and also an international size practice pitch. The park project broke ground early this year, and the completion date is slated for March 2008. In addition to the soccer park is a community center, which consists of a local NET office, community rooms, and a hall. The progress is ongoing and on schedule. It appears that the park may be completed ahead of schedule.

Luis Cabrera asked if both the soccer park fields and the NET office would be completed by March 2008. Mr. Aluko stated that the soccer field would be open by March 2008. Regarding the NET office/community center, during the initial design, there was an existing church which was meant to be gutted and used as the community center. Within that church was meant to be the NET office and the ancillary spaces. Unfortunately, when construction began, it was discovered that the church had deteriorated more than expected, so the church was demolished in its entirety. At the time, only \$800,000 had been allocated for the renovation of the church. Now that a new community center has to be built, the estimated funds required is approximately 1.2 to \$1.4 million. A commitment has been made to the community that they will still get the 4,000 square foot facility promised initially. The City is currently in the process of securing non-HD funds to add to the \$800,000 to provide the 4,000 square foot building. Mr. Aluko stated that he was told by the City's CFO that the funds had been identified.

❖ Little Haiti Park Cultural Complex

Ola O. Aluko, Director, CIP Department, reported that the project is estimated at \$6.8 million. The project scope includes a 250-seat black box theater with art galleries, an open air plaza, an educational center, and other outdoor activity areas. This project is roughly 47 percent completed. The project is on schedule for completion by March 2008, but the contracted completion date is May 2008. The project was recently toured with the Commissioner and the community last week, and they were highly impressed, and there is a lot of community involvement in the community center.

Ed Blanco, Department of Parks & Recreation, reported that the Department of Parks & Recreation is currently seeking a management plan to operate the cultural center facility.



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 10/24/06 DISTRICT: 3
NAME OF PROJECT: JOSE MARTI PARK GYM
INITIATING DEPARTMENT/DIVISION: Capital Improvements & Transportation
INITIATING CONTACT PERSON/CONTACT NUMBER: Roger Hatton (305)416-1261
C.I.P. DEPARTMENT CONTACT: Gary Fabrikant (305) 416-1224
RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: Acct# 333412 & 331419
ADDITIONAL PROJECT NUMBER: B-35857
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$10,440,000 (\$5,244,740 is from Jose Marti/East Little Havana Park
Expansion & Neighborhood Park Improvements) Series I + Various Funding Sources.
SOURCE OF FUNDS: Jose Marti/East Little Havana Park Expansion & Neighborhood Park Improvements
ACCOUNT CODE(S): CIP # 333412 & 331419

If grant funded, is there a City match requirement? YES NO
AMOUNT: _____ EXPIRATION DATE: _____
Are matching funds Budgeted? YES NO Account Code(s): _____
Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:
Individuals / Departments who provided input: _____
DESCRIPTION OF PROJECT: For Construction Management Services with Pirtle Construction Company for
the Jose Marti Gymnasium Project. (See Attached Background Information)

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 10/18/06
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 10/24/06
Approved by Commission? YES NO N/A DATE APPROVED: _____
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN
Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
DESIGN COST: _____
CONSTRUCTION COST: _____
Is conceptual estimate within project budget? YES NO
If not, have additional funds been identified? YES NO
Source(s) of additional funds: _____

Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE
Individuals / Departments who provided input: _____

Justifications for change: _____

Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____
Have additional funds been identified? YES NO
Source(s) of additional funds: _____

Time impact _____
Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS: Recommended but must not exceed \$10.440 Million

APPROVAL: [Signature] DATE: 10/24/06
BOND OVERSIGHT BOARD



AGENDA ITEM SUMMARY FORM

FILE ID: 06-01554

FILE

Date: 8/14/2006

Requesting Department: CIT Department

Commission Meeting Date: 11/9/06

District(s) Impacted: 1 2 3 4 5 2006 AUG 15 12 54

Type: [X] Resolution [] Ordinance [] Emergency Ordinance [] Discussion Item [] Other

Subject: Resolution to approve Amendment No. 1 to the existing contract with Pirtle Construction Company for the Jose Marti Gymnasium Project No. B-35857.

Purpose of Item:

To authorize the City Manager to execute Amendment No. 1 to the existing "Construction Manager at Risk Agreement" ("Agreement") with James B. Pirtle Construction Company, Inc., DBA Pirtle Construction Company, for continued construction management services for the Jose Marti Gymnasium Project No. B-35857. The amendment will authorize continued work and increase the contract value by \$6,380,000 for a total contract amount not to exceed \$10,440,000.

Background Information:

Pursuant to Resolution No. 05-0686, approved on November 17, 2005, the City Commission authorized the City Manager to execute a Construction Manager at Risk contract with Pirtle Construction Company for the provision of construction management services for the "Jose Marti Gymnasium" in an amount not to exceed \$4,060,000 consisting of \$60,000 for pre-construction services and \$4,000,000 as a Guaranteed Maximum Price ("GMP") for Stage I of construction services. The resolution further authorized the City Manager to negotiate a GMP for Stage II at the appropriate time and return to the Commission for approval. The GMP for Stage II construction services has been negotiated as \$6,380,000 increasing the value from \$4,060,000 to an amount not to exceed \$10,440,000. This Amendment authorizes acceptance of the GMP for Stage II and the related increase in contract value.

Budget Impact Analysis

FY 06: 4,333,300

FY 07: 2,046,700

NO Is this item related to revenue?

YES Is this item an expenditure? If so, please identify funding source below.

General Account No: _____

Special Revenue Account No: _____

CIP Project No: B-35857

YES Is this item funded by Homeland Defense/Neighborhood Improvement Bonds?

Start Up Capital Cost: _____

Maintenance Cost: _____

Total Fiscal Impact: \$6,380,000

C.I.P APPROVAL:
Signature: [Signature] Date: 8/15/06

Final Approvals (SIGN AND DATE)

CIP If using or receiving Grants

Budget [Signature] 8/17/06

Risk Management [Signature]

Purchasing N/A

Dept. Director [Signature]

Chief [Signature]

City Manager [Signature]

Gary Reshefsky stated that the Board wants to be kept apprised of any updates or delays to projects in a timely manner. Mr. Aluko stated that he would honor that request.

❖ Jose Marti Gymnasium

Ola O. Aluko, Director, CIP Department, stated that the project is roughly \$5.2 million, and it includes a gymnasium, a fitness center, aerobics facility, locker rooms, and other ancillary spaces for 500 people. The project has moved quickly, and is roughly 28 percent completed now. The project is expected to be completed by June or July 2008.

Gary Reshefsky requested the funding amount in the capital plan for the operation of the facility. Mr. Aluko stated that he would pass the request on to the CFO and the Parks Department and that the response would be presented at the next meeting.

Charisse L. Grant asked what is the long-term provision for the City being able to finance the programming or make money available for CBOs to program the parks facilities? Ed Blanco, Department of Parks & Recreation, stated that the Parks Department has been steadily increasing its annual budget because it understands the need for additional park staff. The Department is planning for the addition of new staff for the new facilities coming on line.

Luis Cabrera asked if it were possible, for the next meeting, for the Board to obtain an operational chart of the Parks Department, to include current staffing and projected staffing. Mr. Blanco stated that the Department could provide an organizational chart to the Board that shows the 2007-2008 staff on board.

❖ Roberto Clemente Park

David Mendez, Assistant Director, CIP Department, stated that three consultants/architects were selected that will come on line in September. One of those three architects will be working on Robert Clemente community center. Quite a bit of community outreach is expected for this project. Shovels in the ground are expected 18 months from this September.

❖ Black Police Precinct & Museum Restoration

Ola O. Aluko, Director, CIP Department, stated that the project is roughly \$1.4 million. The scope entails the remodeling of the building to restore it to its original condition. The building has been gutted. The building will have new HVAC and electrical work. Since the building will be a museum, there will be additional infrastructure included in order to display some of the museum artifacts. The building will also include a training room. The project is roughly 50 percent completed. The target completion date is March 2008.

III. CHAIRPERSON'S OPEN AGENDA:

IV. ADDITIONAL ITEMS:

DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM



UPDATE

Additional Funding

1. DATE: 9/26/06 DISTRICT: 5
NAME OF PROJECT: LITTLE HAITI PARK SOCCER FIELD
INITIATING DEPARTMENT/DIVISION: Capital Improvements & Transportation
INITIATING CONTACT PERSON/CONTACT NUMBER: Roger Hatton (305)416-1261
C.I.P. DEPARTMENT CONTACT: Gary Fabrikant and Mary Conway
RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: Acct# 331412
ADDITIONAL PROJECT NUMBER: B-38500
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: Additional HDNIB funding request is \$759,529 (Previously Approved \$6.144M HDNIB on November 10, 2005)
SOURCE OF FUNDS: (Little Haiti Park Land Acquisition & Development), The difference is funded from Impact fees, Miami Dade G.O.B and miscellaneous revenues from General Funds Contribution.
ACCOUNT CODE(S): CIP # 331412

If grant funded, is there a City match requirement? YES NO
AMOUNT: _____ EXPIRATION DATE: _____
Are matching funds Budgeted? YES NO Account Code(s): _____
Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:

Individuals / Departments who provided input: _____
DESCRIPTION OF PROJECT: Additional scope of work and change orders will be presented at the meeting.

ADA Compliant? YES NO N/A

Approved by Audit Committee? YES NO N/A DATE APPROVED: 9-20-06
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 9-26-06
Approved by Commission? YES NO N/A DATE APPROVED: _____
Community Mtg/Dist. Commissioner Approval? YES NO N/A DATES: _____
Revisions to Original Scope? YES NO (If YES see Item 5 below)
Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN

Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
DESIGN COST: _____
CONSTRUCTION COST: _____
Is conceptual estimate within project budget? YES NO
If not, have additional funds been identified? YES NO
Source(s) of additional funds: _____
Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE

Individuals / Departments who provided input: _____
Justifications for change: _____
Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____
Have additional funds been identified? YES NO
Source(s) of additional funds: _____

Time impact _____
Approved by Commission? YES NO N/A DATE APPROVED: _____
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS:

APPROVAL: Robert A. Hatton DATE: 9-26-06
BOND OVERSIGHT BOARD



AGENDA ITEM SUMMARY FORM

FILE ID: 06-014 25

Date: 8/14/2006

Requesting Department:

CIT Department

2006 AUG 16 AM

Commission Meeting Date: 9/12/2006

District(s) Impacted:

1 2 3 4 5

Type: Resolution Ordinance Emergency Ordinance Discussion Item Other

Subject: Authorization to execute the negotiated Amendment No. 2 to the Design-Build Agreement with Recreation Design and Construction, Inc. for the Little Haiti Park Soccer & Recreational Facilities, B-38500

Purpose of Item:

To authorize the City Manager to execute the negotiated Amendment No.2 to the Design-Build Agreement with Recreation Design and Construction, Inc. for the Little Haiti Park Soccer & Recreational Facilities, B-38500 in an amount not to exceed \$2,303,002 increasing the total from \$5,725,942 to an amount not to exceed \$8,028,944.

Background Information:

The City established a capital improvement project under the Homeland Defense - Neighborhood Improvement Bond program to design and construct a soccer and recreational facilities for the new Little Haiti Park, to be located on the site of the former Keystone Trailer Park along NE 2nd Avenue north of NE 62nd Street, Miami. In December of 2004, pursuant to Resolution No. 04-0786, the City determined that this Project was best implemented using a Design-Build process, and authorized an agreement with Recreation Design and Construction, Inc. (RDC) The Capital Improvements and Transportation Department negotiated the design and construction of the Project in an amount not to exceed \$5,725,942. It is now necessary to amend the agreement increasing the value by \$2,303,002 from \$5,725,942 to an amount not to exceed \$8,028,944.

Budget Impact Analysis

FY 06: 1,726,341

FY:07: 576,661

NO Is this item related to revenue?

YES Is this item an expenditure? If so, please identify funding source below.

General Account No: _____

Special Revenue Account No: _____

CIP Project No: B-38500

YES Is this item funded by Homeland Defense/Neighborhood Improvement Bonds?

Start Up Capital Cost: _____

Maintenance Cost: _____

Total Fiscal Impact: \$2,303,002

CIP APPROVAL
M. March 8/15/06
Signature Date

Final Approvals

(SIGN AND DATE)

Budget Manager: [Signature] 8/17/06

Risk Management: N/A

Dept. Director: [Signature]

City Manager: [Signature]

CIP If using or receiving capital funds
Grants N/A

Purchasing N/A

Chief: [Signature]

2. Brickell Streetscape Project

NAME OF PROJECT: BRICKELL STREETSCAPE PROJECT
TOTAL DOLLAR AMOUNT: \$1,360,197 (only \$225,000 is from Downtown Infrastructure Improvements)
SOURCE OF FUNDS: Downtown Infrastructure Improvements
ACCOUNT CODE(S): CIP # 341210
DESCRIPTION OF PROJECT: Enhancements to Brickell Avenue between SE 15 Road and SE 25 Road which includes decorative crosswalks, ADA ramps and decorative fountains.

HD/NIB MOTION 06-19

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE BRICKELL STREETSCAPE PROJECT.

MOVED: W. Harvey
SECONDED: L. De Rosa
ABSENT: E. Broton, L. Pierre, J. Reyes, M. Reyes

Note for the Record: Motion passed by unanimous vote of all Board Members present.

3. Additional Funding for Little Haiti Park Soccer & Recreational Facilities

NAME OF PROJECT: LITTLE HAITI PARK SOCCER FIELD
TOTAL DOLLAR AMOUNT: Additional HDNIB funding request is \$759,529 (Previously Approved \$6.144M HDNIB on November 10, 2005)
SOURCE OF FUNDS: (Little Haiti Park Land Acquisition & Development), The difference is funded from Impact fees, Miami Dade G.O.B and miscellaneous revenues from General Funds Contribution.
ACCOUNT CODE(S): CIP # 331412
DESCRIPTION OF PROJECT: Additional scope of work and change orders will be presented at the meeting.

HD/NIB MOTION 06-20

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE ADDITIONAL FUNDING FOR LITTLE HAITI PARK SOCCER & RECREATIONAL FACILITIES.

MOVED: G. Reshefsky
SECONDED: L. De Rosa
ABSENT: E. Broton, L. Pierre, J. Reyes, M. Reyes

Note for the Record: Motion passed by unanimous vote of all Board Members present.

Edgar Muñoz, CIP Department, stated that the project has been in the works for about two years. Lots of time has been spent securing the environmental permits. Now everything is ready and the project will move forward as soon as it is approved. The project will cost \$1.3 million and will cover 30,340 linear feet of shoreline. This is very important because the ocean needs to be stopped on the shoreline. The project will include the addition of two kayak launchers. The preconstruction meeting with DERM was held last week, and the project is ready to begin.

Gary Reshefsky stated that the Audit Subcommittee recommended approval of the project.

UPDATES:

❖ Little Haiti Park Soccer Park

Ola O. Aluko, Director, CIP Department, reported that the Little Haiti Park Soccer Park project, located in District 5, is roughly 70 percent complete. The project's estimated value is \$6.9 million. The park consists of a 700-plus seat grandstand, an international size pitch and also an international size practice pitch. The park project broke ground early this year, and the completion date is slated for March 2008. In addition to the soccer park is a community center, which consists of a local NET office, community rooms, and a hall. The progress is ongoing and on schedule. It appears that the park may be completed ahead of schedule.

Luis Cabrera asked if both the soccer park fields and the NET office would be completed by March 2008. Mr. Aluko stated that the soccer field would be open by March 2008. Regarding the NET office/community center, during the initial design, there was an existing church which was meant to be gutted and used as the community center. Within that church was meant to be the NET office and the ancillary spaces. Unfortunately, when construction began, it was discovered that the church had deteriorated more than expected, so the church was demolished in its entirety. At the time, only \$800,000 had been allocated for the renovation of the church. Now that a new community center has to be built, the estimated funds required is approximately 1.2 to \$1.4 million. A commitment has been made to the community that they will still get the 4,000 square foot facility promised initially. The City is currently in the process of securing non-HD funds to add to the \$800,000 to provide the 4,000 square foot building. Mr. Aluko stated that he was told by the City's CFO that the funds had been identified.

❖ Little Haiti Park Cultural Complex

Ola O. Aluko, Director, CIP Department, reported that the project is estimated at \$6.8 million. The project scope includes a 250-seat black box theater with art galleries, an open air plaza, an educational center, and other outdoor activity areas. This project is roughly 47 percent completed. The project is on schedule for completion by March 2008, but the contracted completion date is May 2008. The project was recently toured with the Commissioner and the community last week, and they were highly impressed, and there is a lot of community involvement in the community center.

Ed Blanco, Department of Parks & Recreation, reported that the Department of Parks & Recreation is currently seeking a management plan to operate the cultural center facility.



Previously Approved

1. DATE: 10/25/05 DISTRICT: 5
 NAME OF PROJECT: LITTLE HAITI PARK SOCCER FIELD
 INITIATING DEPARTMENT/DIVISION: Parks & Recreation
 INITIATING CONTACT PERSON/CONTACT NUMBER: Cary Sanchez Rea (305) 416-1094
 C.I.P. DEPARTMENT CONTACT:
 RESOLUTION NUMBER: _____ CIP/PROJECT NUMBER: 331412
 ADDITIONAL PROJECT NUMBER: B-38500
 (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
 TOTAL DOLLAR AMOUNT: \$6,144,199 (25 Million Bond Authorization, 1st Series Allocation \$20 Million estimated balance \$174,000)
 SOURCE OF FUNDS: Little Haiti Park Land Acquisition & Development
 ACCOUNT CODE(S): CIP # 331412
 If grant funded, is there a City match requirement? YES NO
 AMOUNT: _____ EXPIRATION DATE: _____
 Are matching funds Budgeted? YES NO Account Code(s): _____
 Estimated Operations and Maintenance Budget _____

3. SCOPE OF PROJECT:
 Individuals / Departments who provided input: _____
 DESCRIPTION OF PROJECT: Project scope includes the design and construction of a 12,000 SF recreation building, (2) soccer fields, vitacourse, playground, domino park, picnic areas, open shelters, sports and security lighting, landscape and irrigation systems, 12,000 SF restroom-field house structure.

ADA Compliant? YES NO N/A
 Approved by Audit Committee? YES NO N/A DATE APPROVED: 10-18-05
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 11-10-05
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Community Mtg/Dist. Commissioner Approval? YES NO N/A DATES: _____
 Revisions to Original Scope? YES NO (If YES see Item 5 below)
 Time Approval 6 months 12 months Date for next Oversight Board Update: _____

4. CONCEPTUAL COST ESTIMATE BREAKDOWN
 Has a conceptual cost estimate been developed based upon the initial established scope? YES NO If yes,
 DESIGN COST: _____
 CONSTRUCTION COST: _____
 Is conceptual estimate within project budget? YES NO
 If not, have additional funds been identified? YES NO
 Source(s) of additional funds: _____
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

5. REVISIONS TO ORIGINAL SCOPE
 Individuals / Departments who provided input: _____
 Justifications for change: _____
 Description of change: _____

Fiscal Impact YES NO HOW MUCH? _____
 Have additional funds been identified? YES NO
 Source(s) of additional funds: _____
 Time impact _____
 Approved by Commission? YES NO N/A DATE APPROVED: _____
 Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: _____

6. COMMENTS: Project was originally approved at a higher amount (10 Million). Difference will be spent within Little Haiti Park. Additional spreadsheet will illustrate all bond monies being used for all major park projects. Church will be reviewed for possible demolition.
 APPROVAL: Robert C. Hunt DATE: 11-10-05
 BOND OVERSIGHT BOARD



PROJECT ANALYSIS FORM
 Department of Capital Improvements
 City of Miami

Date Prepared:	3/3/2005
Revised Date:	10/13/2005
Revised Date:	
Revised Date:	

PROJECT NAME: Little Haiti Park		
ADDRESS / LOCATION: 6301 Northeast 2nd Avenue, Miami, Florida	PROJECT No.:	B-38500
NET OFFICE:	DISTRICT:	D5
CLIENT DEPT: Parks and Recreation	EST. PROJECT COST:	\$6,144,199
CLIENT CONTACT: Maria Perez	TEL.: (305) 416 - 1253	ALLOCATED FUNDS: \$6,144,200
PROJECT MANAGER: Cary Sanchez-Rea	TEL.: (305) 416 - 1094	PROCUREMENT: Formal Bid
CONSTR. MANAGER: Cary Sanchez-Rea	TEL.: (305) 416 - 1094	PROJECT TEAM: Vertical
INSPECTOR / CEO:	TEL.:	
EST. DESIGN START: 2/25/2005	EST. BID ADV.:	EST. CONSTRUCTION START: 1/12/2006
EST. DESIGN END: 10/29/2005	EST. AWARD DATE:	EST. CONSTRUCTION END: 2/11/2007

PRODUCTION PHASE		Percentage	
A. Design Svcs. - Outside Consultant		Prime Consultant: <u>RDC - Design Build</u>	
1	Basic Fees:	0.0%	\$0
2	Additional Services:	0.0%	\$0
		SUB-TOTAL:	\$0
B. Design Svcs. - CIP			
1	In-house Basic Design Fee:	0.0%	\$0
2	In-house Additional Design Services:	0.0%	\$0
		SUB-TOTAL:	\$0
C. Production Management Services			
1	Prod. Mgmt. of Outside Consultant by CIP:	0.0%	\$0
2	Prod. Mgmt. of Outside Consultant by Industry Partner:	0.0%	\$0
		SUB-TOTAL:	\$0
D. Miscellaneous Services			
1	Survey:	Vendor: TBD	\$10,000
2	Re-plat:	Vendor:	
3	Geotechnical Testing:	Vendor: TBD	\$10,000
4	Utility Locations (Soft Digs):	Vendor:	
5	Asbestos Survey:	Vendor:	
6	Energy / HVAC Calculations:	Vendor:	
7	Phase I Environmental:	Vendor:	\$2,000
8	Phase II Environmental:	Vendor:	\$2,000
9	Structural Testing:	Vendor:	
10	Archeological Survey:	Vendor:	\$2,000
11	Other:	Vendor:	
		SUB-TOTAL:	\$26,000
E. Special Fees / Assessments:			
1	DERM (Plans review, environmental permits, etc.):	Fee Waiver <input type="checkbox"/>	\$2,000
2	Miami-Dade County Water and Sewer Department (Plan review)		\$2,000
3	Florida Department of Environmental Protection (Permits):		\$1,000
4	FDOT (Plans review, inspections, etc.):		
5	South Florida Water Management District (Permits):		\$1,000
6	U.S. Army Corps of Engineers (Plans review, permits):		
7	HRS (Plans review, inspections, etc.):		\$2,000
8	Other:		
		SUB-TOTAL:	\$8,000
		PRODUCTION PHASE TOTAL:	\$34,000
CONSTRUCTION PHASE			
F. Construction:		JOC Contractor: _____	
1	Construction Estimate:		\$5,725,942
2	Contingency Allowance:	5.1%	\$291,357
3	Data & Telecommunication Systems (IT Dept.):		
4	Fixtures, Furniture and Equipment:		
5	WASA System Betterment:		
6	FPL Contribution-in-Aid-of Construction:		
7	Other: Utility Relocation		\$31,892
		SUB-TOTAL:	\$6,049,191

PROJECT COST ESTIMATE

PROJECT COST ESTIMATE	G City and other Gov't Agencies Permit Fees			
	1	City of Miami Permits:	Bldg. Dept. <input type="checkbox"/> Public Works <input type="checkbox"/>	
	2	Miami-Dade County Impact Fees:	\$1,000	
	3	Miami-Dade County Archeological Monitoring:		
	4	Other: WASA Impact Fee	\$1,000	
			SUB-TOTAL:	\$2,000
			CONSTRUCTION PHASE TOTAL:	\$6,051,191
	CONSTRUCTION ADMINISTRATION			
	H	Construction Inspection Services - CIP:	0.0%	\$0
	I	Construction Mgmt. - Industry Partner:	0.0%	\$0
	J	Construction Engineering Observer (CEO) - Industry Partner	0.0%	\$0
	K	JOC Administration	0.0%	\$0
			CONSTRUCTION ADMINISTRATION TOTAL:	\$0
	ADMINISTRATIVE EXPENSES			
	L	CIP Dept. (Mgmt./Budget/Procurement/Comm.):	1.0%	\$59,009
M	Industry Partner Program Mgmt. Support:	0.0%	\$0	
		ADMINISTRATIVE EXPENSES TOTAL:	\$59,009	
LAND ACQUISITION EXPENSES				
N	Land Cost:			
O	Transaction Costs:	0.0%	\$0	
		LAND ACQUISITION TOTAL:	\$0	
		GRAND TOTAL - ESTIMATED PROJECT COST:	\$6,144,199	

PROJECT SCOPE	The design and construction of a 12,000 SF recreation building, (2)-Soccer Fields, Vitacourse, Playground, Domino Park, Picnic Areas, Open Shelters, Sports and Security Lighting, Landscape and Irrigation Systems, 1,2000 SF restroom-field house structure.
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NOTES	
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FUND SOURCES	Fund: 2002 Homeland Defense Fund (Series I)	CIP # 331419	Fiscal Year Available 2003-2004	Amount: \$6,144,200
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
TOTAL ALLOCATED AMOUNT:				\$6,144,200

VALIDATION	Project Manager: Cary Sanchez-Rea	<i>[Signature]</i>	Date: 10/13/05
	Sr. Project Manager: Cary Sanchez-Rea	<i>[Signature]</i>	Date: 10/13/05
	Reviewed by: Pilar Saenz CIP Budget Administrator	<i>[Signature]</i>	Date: 10-13-05
	Accepted by: Ernest Burkeen Director of the Client Department	<i>[Signature]</i>	Date: 10/17/05

III. **NEW BUSINESS:**

AUDIT COMMITTEE REPORT:

- Little Haiti Park Soccer & Recreation Center

TOTAL DOLLAR AMOUNT: \$6,144,199 (25 Million Bond Authorization, 1st Series Allocation \$20 Million estimated balance \$174,000)
SOURCE OF FUNDS: Little Haiti Park Land Acquisition & Development
ACCOUNT CODE(S): CIP # 331412
DESCRIPTION OF PROJECT: Project scope includes the design and construction of a 12,000 SF recreation building, (2) soccer fields, vitacourse, playground, domino park, picnic areas, open shelters, sports and security lighting, landscape and irrigation systems, 12,000 SF restroom-field house structure.

HD/NIB MOTION 05-120

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE LITTLE HAITI PARK SOCCER & RECREATION CENTER.

MOVED: L. De Rosa
SECONDED: K. Apfel
ABSENT: R. Cayard, J. Manowitz, D. Marko, J. Reyes, M. Reyes

Note for the Record: Motion passed by unanimous vote of all Board Members present.

- Bryan Park New Tennis Center

TOTAL DOLLAR AMOUNT: \$1,000,000 (5 Million Bond Authorization, 1st Series Allocation \$5 Million - swaps per ordinance \$210,000, estimated balance \$725,667)
SOURCE OF FUNDS: D-4 Neighborhood Quality of Life Improvements
ACCOUNT CODE(S): CIP # 311714
DESCRIPTION OF PROJECT: Project scope includes a new recreation building, ADA ramps, 3 new tennis courts and additional parking. Site Improvements include new walks, landscaping and fencing, approximately 2400 square feet.

HD/NIB MOTION 05-115

A MOTION TO DEFER ITEM FOR 60 DAYS TO ALLOW COMMISSIONER REGALADO TO WORK WITH THE COMMUNITY TO COME TO AN AGREEMENT, AND BRING IT BEFORE THE BOARD AND STAFF TO MOVE THE PROJECT FORWARD; FURTHER DIRECTING THE CIP ADMINISTRATION TO TAKE THE PARKING WAIVER ISSUE TO THE ZONING ADVISORY BOARD AT THEIR NEXT AVAILABLE MEETING.

MOVED: L. Cabrera
SECONDED: M. Cruz
ABSENT: R. Cayard, J. Manowitz, D. Marko, J. Reyes, M. Reyes

HD/NIB MOTION 06-6

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE INCREASED ESTIMATED COSTS FOR THE SITES ACQUIRED IN CONNECTION WITH LITTLE HAITI PARK, LHP # 67, 75 & 76.

MOVED: M. Reyes
SECONDED: M. Cruz
ABSENT: L. Cabrera, R. Cayard, L. De Rosa, W. Harvey, J. Manowitz, D. Marko

Note for the Record: Motion passed by unanimous vote of all Board Members present.

III. NEW BUSINESS:

UPDATES:

1. Little Haiti Park Soccer Field – Recreational Component

Roger Hatton, CIP Department, reported that the department is currently in the permitting process for the drawings and some construction is being done. Asbestos abatement for the church building is being done. The department has obtained demo permits to knock down the building. The City does have the money to complete the soccer fields.

Mary Conway, Director, CIP & Transportation, reported that this is one of the projects that will utilize County GOB monies to supplement the City's bond dollars.

2. Professional Services for Little Haiti Park Cultural Component

Roger Hatton, CIP Department, reported that the design for this project is 90 percent complete, and it is in the permitting process for final comments and approval from the Building and Public Works Departments. The contractor is currently getting bids to provide a guaranteed maximum price for the project.

Eileen Broton requested that the drawings for the cultural component be brought back at the next meeting for review.

Elaine Black requested that a meeting be scheduled for the community to see the latest update in the design of the park.

Mary Conway, Director, CIP & Transportation, reported that she will coordinate with the Commissioner's office to set up a forum for that.

3. Application for the Pan American Seaplane Terminal Historical and Structural Rehabilitation Grant

Robert Ruano, Grants Administrator, reported that the department is on track for the funding. This year, the application scored very well. It ranked third in the state of our 100 applicants. It is 350,000 with a cash match of 395,000. It will replace the façade on this building and will do some structural improvements to the basement of the building.