

HOMELAND DEFENSE/  
NEIGHBORHOOD IMPROVEMENT  
BOND OVERSIGHT BOARD  
AGENDA

10-25-05 – 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 AUGUST 23, 2005.**

II. **OLD BUSINESS:**

A. **AUDIT COMMITTEE REPORT:**

1. Additional Funding and Scope of Work Change for Virginia Key Beach Park Trust Capital Related Consulting
2. Robert King High Park Soccer Field
3. Professional Services Agreement with HDR Engineering, Inc. for Professional Program Management Services

B. **UPDATES:**

1. Bicentennial Park Seawall/Shoreline Stabilization – Phases I, II & III
2. Police Headquarters Restrooms ADA Modification Phase I Locker
3. Professional Services for Jose Marti Gym
4. Professional Services for Little Haiti Park Cultural Component
5. Grapeland Heights Park Ballfield Complex Design Build Contract
6. Shenandoah Park Improvements Phase I
7. Sewell Park Restrooms/Park Facility Building
8. Juan Pablo Duarte Park Building Renovation/Expansion
9. Robert King High Park New Building and Site Improvements
10. Henry Reeves Park Community Service Building Improvements
11. Margaret Pace Park Improvements Phase II
12. Fire Station No. 11
13. Miami Police Department Stables

III. **NEW BUSINESS:**

**AUDIT COMMITTEE REPORT:**

1. Little Haiti Park Soccer & Recreation Center
2. Bryan Park New Tennis Center

IV. **CHAIRPERSON'S OPEN AGENDA:**

V. **ADDITIONAL ITEMS:**

**HOMELAND DEFENSE/  
NEIGHBORHOOD IMPROVEMENT  
BOND OVERSIGHT BOARD  
Minutes**

**8-23-05 – 6:00 P.M.  
CITY OF MIAMI  
CITY HALL – CHAMBERS  
3500 Pan American Drive  
MIAMI, FLORIDA 33133**

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The meeting was called to order at 6:14 p.m., with the following members found to be

**Present:** Rolando Aedo  
Kay Hancock Apfel  
Eileen Broton  
Mariano Cruz  
Luis De Rosa  
Walter Harvey  
Gary Reshefsky  
Jami Reyes  
Manolo Reyes (Vice Chairman)

**Absent:** Luis Cabrera  
Ringo Cayard  
Robert A. Flanders (Chairman)  
Jason Manowitz  
David E. Marko  
Albena Sumner

**ALSO PRESENT:** Rafael O. Diaz, Deputy City Attorney  
Mary Conway, CIP/Transportation Director  
Danette Perez, CIP Department  
Zimri Prendes, CIP Department  
Alicia Cuervo Schreiber, Chief of Operations  
Ed Blanco, Parks & Recreation  
Andre Bryan, CIP Department  
Victor Marzo, CIP Department  
Teri E. Thomas, City Clerk's Office

**I. APPROVAL OF THE MINUTES OF THE MEETING OF JULY 26, 2005.**

HD/NIB MOTION 05-101

A MOTION TO APPROVE THE MINUTES OF THE MEETING OF JULY 26, 2005.

MOVED: J. Reyes  
SECONDED: M. Cruz  
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.

**II. NEW BUSINESS:**

**A. AUDIT COMMITTEE REPORT:**

1. Professional Services Agreement to Develop a Master Plan for the Parks & Recreation Department.

TOTAL DOLLAR AMOUNT: \$700,000 (\$500,000 original allocation) SOURCE OF FUNDS: <u>Neighborhood Parks and Acquisitions</u> ACCOUNT CODE(S): 331419 DESCRIPTION OF PROJECT: Authorizing the City Manager to negotiate a Professional Services Agreement to provide town planning/urban design services for the creation of a Long Range Strategic Plan for the Department of Parks and Recreation.
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HD/NIB MOTION 05-102

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE PROFESSIONAL SERVICES AGREEMENT TO DEVELOP A MASTER PLAN FOR THE PARKS & RECREATION DEPARTMENT.

MOVED: L. De Rosa  
SECONDED: M. Cruz  
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.

2. Demolition of the Structure on the Property located at 301 NE 62 Street – LHP #101.

TOTAL DOLLAR AMOUNT: \$20,896 (\$20 Million in first Series, total \$25 Million; estimated balance is \$153,104)  
SOURCE OF FUNDS: Little Haiti Park Land Acquisition & Development  
ACCOUNT CODE(S): 331412  
DESCRIPTION OF PROJECT: For the demolition of the structure on the property located at 301 NE 62<sup>nd</sup> Street LHP#101 in connection with Little Haiti Park .

HD/NIB MOTION 05-103

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE DEMOLITION OF THE STRUCTURE ON THE PROPERTY LOCATED AT 301 NE 62 STREET -- LHP #101.

MOVED: M. Cruz  
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.

3. Land Acquisition for 6311-6329 NE 2 Avenue – LHP #92.

TOTAL DOLLAR AMOUNT: \$1,349,000 (\$20 Million in first Series, total \$25 Million, estimated balance is \$174,000)  
SOURCE OF FUNDS: Little Haiti Park Land Acquisition & Development  
ACCOUNT CODE(S): 331412  
DESCRIPTION OF PROJECT: Approval of settlement of all claims for compensation to New Bethany Mission, Inc., a Florida not-for-profit corporation for the acquisition of the property located at 6311-6329 NE 2<sup>nd</sup> Avenue Miami, Florida in connection with the development of Little Haiti Park.

HD/NIB MOTION 05-104

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE LAND ACQUISITION FOR 6311-6329 NE 2 AVENUE -- LHP #92.

MOVED: M. Cruz  
SECONDED: K. Apfel  
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.

**4. Brickell Avenue Bicycle/Pedestrian Conflict Study.**

TOTAL DOLLAR AMOUNT: \$7,911 (10 Million allocated, estimated balance \$419,800)  
SOURCE OF FUNDS: Downtown Infrastructure Improvements  
ACCOUNT CODE(S): CIP # 341210  
DESCRIPTION OF PROJECT: The project consists of conducting a bicycle/pedestrian conflict study along the sidewalks on the east and west sides of Brickell Avenue between SE 26 Road and SE 4<sup>th</sup> Street.

HD/NIB MOTION 05-105

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE

MOVED: W. Harvey  
SECONDED: K. Apfel  
NO: G. Reshefsky  
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, with the exception of Gary Reshefsky.

**5. Revision of the City of Miami Downtown Paramics Simulation Model.**

TOTAL DOLLAR AMOUNT: \$214,122 (10 Million allocated, estimated balance \$419,800)  
SOURCE OF FUNDS: Downtown Infrastructure Improvements  
ACCOUNT CODE(S): CIP # 341210  
DESCRIPTION OF PROJECT: The project scope includes reviewing, calibrate and validate the existing model, identifying and amending deficiencies in the coding scheme, calibration parameters, input data and assumptions to ensure the accurate modeling of the local conditions, as well as the forecasted demands for future years.

HD/NIB MOTION 05-106

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE REVISION OF THE CITY OF MIAMI DOWNTOWN PARAMICS SIMULATION MODEL.

MOVED: M. Cruz  
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.

**6. Dupont Plaza Traffic Circulation PD&E Study Review.**

TOTAL DOLLAR AMOUNT: \$48,297 (10 Million allocated, estimated balance \$419,800)  
SOURCE OF FUNDS: Downtown Infrastructure Improvements  
ACCOUNT CODE(S): CIP # 341210  
DESCRIPTION OF PROJECT: The project scope is to conduct a review of the Draft Traffic Analysis for the DuPont Plaza Traffic Circulation PD&E Study using the 2030 updated FSUTMS model and VISSIM simulation model to develop a recommended alternative for the proposed 2-way conversion of streets in the Downtown area.

HD/NIB MOTION 05-107

**A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE DUPONT PLAZA TRAFFIC CIRCULATION PD&E STUDY REVIEW.**

MOVED: L. De Rosa  
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.

**7. Traffic Simulation Analysis for the Miami River Tunnel Feasibility Study. – ITEM WAS WITHDRAWN; CIP WILL LOOK FOR OTHER FUNDING SOURCE.**

TOTAL DOLLAR AMOUNT: \$44,335 (10 Million allocated, estimated balance \$419,800)  
SOURCE OF FUNDS: Downtown Infrastructure Improvements  
ACCOUNT CODE(S): CIP # 341210  
DESCRIPTION OF PROJECT: The project scope includes conducting an assessment of the impact that a proposed tunnel connection between the Downtown and Brickell areas will have on future traffic patterns throughout Downtown Miami using Paramics-a microscopic operational simulation tool.

ITEM WITHDRAWN

**8. Gibson Park Improvements – Phase II.**

TOTAL DOLLAR AMOUNT: \$1,492,000  
(\$1,021,450 - \$1,055,855 Million Allocated, estimated balance \$0)  
(\$302,379 - \$5 Million Allocated, estimated balance \$56,000)  
\$168,171 -Safe Neighborhood Parks Bond)  
SOURCE OF FUNDS: Neighborhood Parks Improvements and Acquisitions / D-5 Quality of Life Improvements / Safe Neighborhood Parks Bond  
ACCOUNT CODE(S): 331419 & 311715  
DESCRIPTION OF PROJECT: Project scope of work consists of furnishings all labor, materials and equipment to perform primarily the following: Pool and Surrounding Area, 1. Construct 375 Sf food preparation building at the NW corner of the pool, 2. Demolish the existing concession building, and construct a 1,100 Multi Purpose building. (Continuation of scope attached)

HD/NIB MOTION 05-108

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE GIBSON 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.

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



requesting for new tennis courts to be put in so that they could be members of the federation.

Staff could submit a variance to eliminate all parking, however, the Florida Building Code requires the parking ratio, and it really wouldn't receive staff's support to eliminate parking; Planning, Zoning, Building, and Public Works.

**11. Coral Gate Park Building Improvements.**

TOTAL DOLLAR AMOUNT: <u>\$464,227 (\$500,000 allocated, estimated balance \$0)</u>
SOURCE OF FUNDS: <u>HDNI Bonds - Neighborhood Park Improvements &amp; Acquisitions</u>
ACCOUNT CODE(S): <u>331419</u>
DESCRIPTION OF PROJECT: <u>Project consist of preparing plans &amp; specifications, construction administration, and perform inspections during the construction for the remodeling and additions to the existing recreational building project. Included also, re-stripe existing off street parking area and new H/C access to the building.</u>

HD/NIB MOTION 05-110

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE CORAL GATE PARK BUILDING IMPROVEMENTS.

MOVED: J. Reyes  
SECONDED: M. Cruz  
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.

**12. Police Headquarters Restrooms Rehabilitation & ADA Upgrade.**

TOTAL DOLLAR AMOUNT: \$614,555 (5.5 Million Bond Authorization, 1<sup>st</sup> Series Allocation \$1 Million + swaps per ordinance \$2,038,100 estimated balance \$102,363)  
SOURCE OF FUNDS: Police Preparedness Initiatives  
ACCOUNT CODE(S): CIP # 312048  
DESCRIPTION OF PROJECT: Project consists of the purchase and installation of all equipments and parts to remodel 11 existing bathrooms at the Police Headquarters Building to meet ADA requirements.

HD/NIB MOTION 05-111

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE POLICE HEADQUARTERS RESTROOMS REHABILITATION & ADA UPGRADE.

MOVED: M. Cruz  
SECONDED: J. Reyes  
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.

**13. West End Park Pool Improvements.**

TOTAL DOLLAR AMOUNT: \$644,984 (1.35 Million Allocated, estimated balance \$194,845)  
SOURCE OF FUNDS: Neighborhood Park Improvements  
ACCOUNT CODE(S): CIP # 331419  
DESCRIPTION OF PROJECT: Project scope consists of the furnishings of all labor, materials, equipment and necessary supervision for the remodeling of the existing pool building, including partial demolition, new roof, new plumbing installation for the bathroom area, new electrical fixtures and devices, new paint and repairs to the pool deck.

HD/NIB MOTION 05-112

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE WEST END PARK POOL IMPROVEMENTS.

MOVED: R. Aedo  
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.

**III. CHAIRPERSON'S OPEN AGENDA:**

**IV. ADDITIONAL ITEMS:**

Mary Conway reported that the City is on track to have all of the \$155 million of the first series of the bond funds either spent or committed in the next several months. To date, there is in excess of \$50 million that has been spent; excess of \$100 million committed on purchase orders, and the number is expected to be incrementally increased over the next month to two months, based upon the Board's approval of items brought forward at current meeting and at the previous two Bond Oversight Board meetings. The City does not expect to be in an adverse position with the IRS or with the investors. The dollars will be fully committed prior to the end of this calendar year, and they will be fully paid out as soon as the construction completes on each of the projects in the coming months.

HD/NIB MOTION 05-113

A MOTION TO ADJOURN TODAY'S MEETING.

MOVED: M. Cruz  
SECONDED: L. De Rosa  
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.

**Homeland Defense/Neighborhood Improvement Bond Program  
Limited Tax General Obligation Bonds**

**Summary Sheet by Approved Project**

CIP No.		A Total Bond Authorization	B Total Authorization from First Series	C Total Designations from First Series	B less C Balance Pending to be Designated	D Amount Spent As of: 7/31/2005	D + B % Spent from First Series	% Spent of Designations
<b>Public Safety</b>								
312043	Police Training Facility	10,000,000	566,000	566,000	Pending additional appropriation thru a swap.	3,010	0.5%	0.5%
312048	Police Homeland Defense Preparedness Initiative	5,500,000	3,038,100	3,508,577	(470,477)	515,764	17.0%	14.7%
313305	Fire-Rescue Homeland Defense Preparedness Initiative	5,500,000	1,300,000	1,300,000	-	745,510	57.3%	57.3%
313306	Neighborhood Fire Stations & Training Facility	10,000,000	2,942,987	2,942,987	-	259,650	8.8%	8.8%
	<b>Total Public Safety</b>	<b>31,000,000</b>	<b>7,847,087</b>	<b>8,317,564</b>	<b>(470,477)</b>	<b>1,523,934</b>	<b>19.4%</b>	<b>18.3%</b>
<b>Parks and Recreation</b>								
331412	Little Haiti Park Land Acquisition & Development	25,000,000	20,000,000	20,000,000	-	11,248,581	56.2%	56.2%
331416	Virginia Key Park Improvements	5,000,000	3,953,235	3,952,967	268	1,230,695	31.1%	31.1%
331418	Bicentennial Park Improvements	10,000,000	8,227,900	8,227,900	-	8,317,175	101.1%	101.1%
333104	Pace Park Improvements	4,000,000	1,950,000	1,950,000	-	1,706,515	87.5%	87.5%
331419	Neighborhood Park Improve. & Acq. (See Attachment)	31,000,000	21,698,382	21,698,382	-	5,709,633	26.3%	26.3%
326015	Citywide Waterfront Improvements	10,000,000	3,322,000	3,322,000	-	191,181	5.8%	5.8%
324002	Orange Bowl Stadium Ramps & Improvements	16,000,000	16,000,000	16,000,000	-	6,973,830	43.6%	43.6%
333142	Jose Mari/ East Little Havana Parks Expansion	5,000,000	4,320,000	4,320,000	-	95,808	2.2%	0.0%
333145	Soccer Complex Development	10,000,000	241,234	241,234	-	-	-	-
N/A	Marine Stadium Renovation	2,000,000	-	-	-	-	-	-
333138	Fern Isle Cleanup and Renovation	9,000,000	9,000,000	9,000,000	-	730,255	8.1%	8.1%
	<b>Total Parks and Recreation</b>	<b>127,000,000</b>	<b>88,712,751</b>	<b>88,712,483</b>	<b>268</b>	<b>36,203,673</b>	<b>40.8%</b>	<b>40.8%</b>
<b>Streets and Drainage</b>								
3 CIP's	Flagami Storm Water Mitigation (See Attachment)	10,000,000	4,357,000	4,357,000	-	449,466	10.3%	0.0%
341208	Grand Avenue Improvements	3,000,000	3,000,000	3,000,000	-	2,966,291	98.9%	98.9%
341127	Calle Ocho Improvements	6,000,000	2,550,000	2,528,346	23,654	1,501,110	58.9%	59.4%
341126	Model City Infrastructure Improvements	6,000,000	6,000,000	6,000,000	-	2,304,489	38.4%	38.4%
341157	Design District/FEC Corridor Improvements	10,000,000	2,436,865	2,436,865	-	172,586	7.1%	7.1%
341210	Downtown Infrastructure Improvements	10,000,000	9,500,000	9,500,000	-	880,331	9.3%	9.3%
341213	Coral Way Improvements	3,000,000	3,000,000	3,000,000	-	1,323,383	44.1%	0.0%
341214	NE 2nd Avenue Improvements (36 St. to 78 St.)	6,000,000	1,000,000	1,000,000	-	164,197	16.4%	0.0%
	<b>Total Streets and Drainage</b>	<b>54,000,000</b>	<b>31,843,865</b>	<b>31,820,211</b>	<b>23,654</b>	<b>9,761,852</b>	<b>30.7%</b>	<b>30.7%</b>
<b>Quality of Life</b>								
311711	District 1 Neighborhood Quality of Life Improvements	5,000,000	5,000,000	4,917,311	82,689	849,287	17.0%	0.0%
311712	District 2 Neighborhood Quality of Life Improvements	5,000,000	1,295,000	1,295,000	-	253,727	19.6%	19.6%
311713	District 3 Neighborhood Quality of Life Improvements	5,000,000	3,450,000	3,450,000	-	2,874,491	83.3%	83.3%
311714	District 4 Neighborhood Quality of Life Improvements	5,000,000	4,790,000	4,754,250	35,750	1,055,737	22.0%	22.2%
311715	District 5 Neighborhood Quality of Life Improvements	5,000,000	4,123,618	4,111,342	12,276	386,087	9.4%	9.4%
341211	Greenways Improvements	2,000,000	1,438,913	1,438,913	-	471,858	32.8%	32.8%
341212	Neighborhood Gateways Improvements	4,000,000	1,343,766	952,960	390,806	23,346	1.7%	2.4%
333143	Museum of Science	3,500,000	1,400,000	1,400,000	-	283,800	20.3%	0.0%
333144	Miami Art Museum	3,500,000	1,400,000	1,400,000	-	-	0.0%	0.0%
	<b>Total Quality of Life</b>	<b>38,000,000</b>	<b>24,241,297</b>	<b>23,719,776</b>	<b>521,521</b>	<b>6,198,333</b>	<b>25.6%</b>	<b>26.1%</b>
<b>Historic Preservation</b>								
327001	Historic Preservation Initiatives	5,000,000	2,355,000	2,355,000	(0)	806,195	34.2%	34.2%
	<b>Total Historic Preservation</b>	<b>5,000,000</b>	<b>2,355,000</b>	<b>2,355,000</b>	<b>(0)</b>	<b>806,195</b>	<b>34.2%</b>	<b>34.2%</b>
	<b>Total Program</b>	<b>\$ 255,000,000</b>	<b>\$ 155,000,000</b>	<b>\$ 154,925,034</b>	<b>\$ 74,966</b>	<b>\$ 54,493,986</b>	<b>35.2%</b>	<b>35.2%</b>

**Homeland Defense/Neighborhood Improvement Bond Program  
Limited Tax General Obligation Bonds**

**Summary Sheet by Approved Project**

CIP No.		A Total Bond Authorization	B Total Authorization from First Series	C Total Designations from First Series	B less C Balance Pending to be Designated	D Amount Spent As of: 6/30/2005	D + B % Spent from First Series	% Spent of Designations
<b>Public Safety</b>								
312043	Police Training Facility	10,000,000	566,000	566,000	-	1,750	0.3%	0.3%
312048	Police Homeland Defense Preparedness Initiative	5,500,000	3,038,100	2,935,737	-	-	0.0%	0.0%
313305	Fire-Rescue Homeland Defense Preparedness Initiative	5,500,000	1,300,000	1,300,000	102,363	-	0.0%	0.0%
313306	Neighborhood Fire Stations & Training Facility	10,000,000	2,942,987	2,749,837	-	686,486	52.8%	52.8%
	<b>Total Public Safety</b>	<b>31,000,000</b>	<b>7,847,087</b>	<b>7,551,574</b>	<b>295,513</b>	<b>876,063</b>	<b>11.2%</b>	<b>11.6%</b>
<b>Parks and Recreation</b>								
331412	Little Haiti Park Land Acquisition & Development	25,000,000	20,000,000	20,000,000	-	-	-	-
331416	Virginia Key Park Improvements	5,000,000	3,953,235	3,952,967	268	10,856,119	54.3%	54.3%
331418	Bicentennial Park Improvements	10,000,000	8,227,900	8,227,900	-	1,230,695	31.1%	31.1%
333104	Pace Park Improvements	4,000,000	1,950,000	1,950,000	-	6,170,000	75.0%	75.0%
331419	Neighborhood Park Improve. & Acq. (See Attachment)	31,000,000	21,698,382	21,698,382	-	1,704,890	87.4%	87.4%
326015	Citywide Waterfront Improvements	10,000,000	3,322,000	3,322,000	-	5,153,519	23.8%	23.8%
324002	Orange Bowl Stadium Ramps & Improvements	16,000,000	16,000,000	16,000,000	-	178,185	5.4%	5.4%
333142	Jose Marti/East Little Havana Parks Expansion	5,000,000	4,320,000	4,320,000	-	6,797,553	42.5%	42.5%
333145	Soccer Complex Development	10,000,000	241,234	241,234	-	95,808	2.2%	0.0%
N/A	Marine Stadium Renovation	2,000,000	-	-	-	-	-	-
333138	Fern Isle Cleanup and Renovation	9,000,000	9,000,000	9,000,000	-	-	-	-
	<b>Total Parks and Recreation</b>	<b>127,000,000</b>	<b>88,712,751</b>	<b>88,712,483</b>	<b>268</b>	<b>32,866,781</b>	<b>37.0%</b>	<b>37.0%</b>
<b>Streets and Drainage</b>								
3 CIP's	Flagami Storm Water Mitigation (See Attachment)	10,000,000	4,357,000	4,357,000	-	-	-	-
341208	Grand Avenue Improvements	3,000,000	3,000,000	3,000,000	-	449,466	10.3%	0.0%
341127	Calle Ocho Improvements	6,000,000	2,550,000	2,550,000	-	2,590,293	86.3%	86.3%
341126	Model City Infrastructure Improvements	6,000,000	6,000,000	6,000,000	0	1,070,449	42.0%	42.0%
341157	Design District/FEC Corridor Improvements	10,000,000	2,436,865	2,436,865	-	3,069,085	51.2%	51.2%
341210	Downtown Infrastructure Improvements	10,000,000	9,500,000	9,500,000	-	172,586	7.1%	7.1%
341213	Coral Way Improvements	3,000,000	3,000,000	3,000,000	-	788,010	8.3%	8.3%
341214	NE 2nd Avenue Improvements (36 St. to 78 St.)	6,000,000	1,000,000	1,000,000	-	1,214,235	40.5%	0.0%
	<b>Total Streets and Drainage</b>	<b>54,000,000</b>	<b>31,843,865</b>	<b>31,843,865</b>	<b>0</b>	<b>9,457,434</b>	<b>29.7%</b>	<b>29.7%</b>
<b>Quality of Life</b>								
311711	District 1 Neighborhood Quality of Life Improvements	5,000,000	5,000,000	4,917,311	82,689	706,095.77	14.1%	0.0%
311712	District 2 Neighborhood Quality of Life Improvements	5,000,000	1,295,000	1,295,000	-	209,540	16.2%	16.2%
311713	District 3 Neighborhood Quality of Life Improvements	5,000,000	3,450,000	3,372,000	78,000	2,518,252	73.0%	74.7%
311714	District 4 Neighborhood Quality of Life Improvements	5,000,000	4,790,000	4,754,250	35,750	1,055,737	22.0%	22.2%
311715	District 5 Neighborhood Quality of Life Improvements	5,000,000	4,123,618	4,111,342	12,276	366,583	8.9%	8.9%
341211	Greenways Improvements	2,000,000	1,438,913	1,438,913	-	423,635	29.4%	29.4%
341212	Neighborhood Gateways Improvements	4,000,000	1,343,766	952,960	390,806	23,346	1.7%	2.4%
333143	Museum of Science	3,500,000	1,400,000	1,400,000	-	-	0.0%	0.0%
333144	Miami Art Museum	3,500,000	1,400,000	1,400,000	-	-	0.0%	0.0%
	<b>Total Quality of Life</b>	<b>38,000,000</b>	<b>24,241,297</b>	<b>23,641,776</b>	<b>599,521</b>	<b>5,303,189</b>	<b>21.9%</b>	<b>22.4%</b>
<b>Historic Preservation</b>								
327001	Historic Preservation Initiatives	5,000,000	2,355,000	2,120,688	234,312	772,495	32.8%	36.4%
	<b>Total Historic Preservation</b>	<b>5,000,000</b>	<b>2,355,000</b>	<b>2,120,688</b>	<b>234,312</b>	<b>772,495</b>	<b>32.8%</b>	<b>36.4%</b>
	<b>Total Program</b>	<b>\$ 255,000,000</b>	<b>\$ 155,000,000</b>	<b>\$ 153,870,386</b>	<b>\$ 1,129,614</b>	<b>\$ 49,275,963</b>	<b>31.8%</b>	<b>32.0%</b>



**DEPARTMENT OF CAPITAL IMPROVEMENTS**  
PROJECT OVERVIEW FORM

1. DATE: 9/27/05 DISTRICT: 4  
 NAME OF PROJECT: **ADDITIONAL FUNDING AND SCOPE OF WORK CHANGE FOR VKPT-  
 CAPITAL RELATED CONSULTING**  
 INITIATING DEPARTMENT/DIVISION: Capital Improvements  
 INITIATING CONTACT PERSON/CONTACT NUMBER: Mary Conway (305) 416-1280  
 C.I.P. DEPARTMENT CONTACT: \_\_\_\_\_  
 RESOLUTION NUMBER: \_\_\_\_\_ CIP/PROJECT NUMBER: 333416  
 ADDITIONAL PROJECT NUMBER: \_\_\_\_\_

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted?  YES  NO If yes,  
 (TOTAL DOLLAR AMOUNT: **Additional \$130,550** (5 Million Bond Authorization, 1<sup>st</sup> Series Allocation 1  
 Million, swaps per ordinance \$1,207,785+1,543,450+ Unallocated funds of \$202,000 estimated balance is \$268)  
 SOURCE OF FUNDS: Virginia Key Park Improvements  
 ACCOUNT CODE(S): CIP # 331416

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: To request using the remaining funds in the amount of \$186,880 to be used for site preparation costs related to the leasing of construction trailers, to oversee the continued capital improvements at the park site, plus additional funding of \$130,550 for various projects such as Waste Management trash hauling for the beach restoration, Challenger Enterprises regulatory buoys for the swimming zone, architectural competition finalist for the museum design, IMDC electrical master plan, NOAA-bear cut current testing and Sea System Corp. erosion control line survey.

ADA Compliant?  YES  NO  N/A

Approved by Audit Committee?  YES  NO  N/A DATE APPROVED: 9/21/05  
 Approved by Bond Oversight Board?  YES  NO  N/A DATE APPROVED: 9/27/05  
 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: Need to move project forward. Soft costs ok'd by Bond Council.

APPROVAL: \_\_\_\_\_ DATE: 9/27/05  
 BOND OVERSIGHT BOARD

# Memo

**To:** Chair, BOB Audit Subcommittee  
**From:** Lee Robinson, Finance Director VKBPT   
**CC:** David Shorter, Guy Forchion, Mary Conway, Pilar Saenz, Board of Trustees VKBPT  
**Date:** September 15, 2005  
**Re:** VKBPT, Scope of work change and Additional Funding

---

## Dear Board members,

By means of this memo, we respectfully ask for a change in the scope of work for the remaining funds under B-30164, VKBPT – FY 2004 Capital Projects, in the amount of \$186,880. These funds were originally earmarked for various capital improvement projects including planning and design work related to the Museum/Cultural Center, a train and rail consultant, and current testing off the Virginia Key Beach coast. Although these projects continue to be of high importance, the need for an onsite construction trailer to oversee the continued capital improvements on the Park site is of greater importance. As such we ask that the remaining funds be used towards the total site preparation cost of \$202,469. We have attached a copy of our Board resolution #s 18 and 19 confirming the Boards intentions on this matter, as well as a copy of lease agreement No: 291559 with GE Modular Space for your review. With over \$22.5 million allocated to the Trusts in the form of County General Obligation Bond and Convention Development Tax dollars, the Trust is poised to start a significant capital improvement phase of this project. As such, it is imperative that we have this onsite presence. Encumbrance would be immediate once approved.

At this time we also ask for additional funding of \$130,550, under B-30281, made available thru SNP reimbursements, for the various projects mentioned above and listed below. These projects are ready for immediate encumbrance.

1. \$16,000 for Waste Management Inc. – Trash hauling for the beach restoration.
2. \$25,000 for Challenger Enterprises Inc. – Regulatory buoys for the swimming zone.
3. \$30,000 for the architectural competition finalist for the museum design.
4. \$40,000 for IMDC Inc. - Electrical master plan
5. \$12,550 for NOAA - Bear Cut current testing
6. \$ 7,000 for PBS&J (Sea System Corp.) – Erosion control line survey.

Attachments.

**VIRGINIA KEY BEACH PARK TRUST**  
**ADOPTED RESOLUTIONS**  
**September 12, 2005**

**RESOLUTION- CA18**

*A RESOLUTION OF THE VIRGINIA KEY BEACH TRUST ACCEPTING THE BID OF GE CAPTIAL MODULAR SPACE, PURSUANT TO PRE-QUALIFIED BIDDERS UNDR CITY-WIDE, MIAMI-DADE BID # 3123-3/07-OTR-LS , RENTAL OF OFFICE TRAILERS, FOR A SIXTY (60) MONTH LEASE TERM TO BEGIN ON OR AROUND DECEMBER 1<sup>st</sup> , 2005 FOR A MONTHLY CHARGE OF \$3912.00 or \$46,944.00 ANNUALLY, IN ADDTION TO ONE-TIME CHARGES FOR SITE PREPARTION WORK NOT TO EXCEED \$202,469.00, ALLOCATING FUNDS FOR THE ANNUAL LEASE FROM OPERATING BUDGET, ACCOUNT CODE NO. 116004.580239.6.620, AND ALLOCATING FUNDS FOR THE SITE PREPARTION WORK FROM CIP,ACCOUNT CODE NO. 331416.589807.6.270 IN THE AMOUNT OF \$186,880, AND ADDITIONALLY FROM ACCOUNT CODE NO. 116005.580254.6.270 IN THE AMOUNT OF \$ 15,589, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT, LEASE AGREEMENT NO. 291559, IN SUBSTANTIALY THE ATTACHED FORM, FOR SAID PURPOSE.*

Name	Yes	No	Passed	Seconded	Jnanimous
Athalie Range	X				
Gene Tinnie	X				
Eugenia Thomas	X				
Mark Walters	X				
Maud Newbold	X				
Miguel Germain	X				
Enid Pinkney	X				

Tally 7-1

Motion Carries UNANIMOUS

Motion Defaults \_\_\_\_\_

(Signature)  
 Secretary- W. Mark Walters

9/12/05  
 Date Approved



**VIRGINIA KEY BEACH PARK TRUST**  
**ADOPTED RESOLUTIONS**  
**September 12, 2005**

**RESOLUTION- CA-19**

*A RESOLUTION OF THE VIRGINIA KEY BEACH TRUST WITH ATTACHMENT, AUTHORIZING A CHANGE IN THE SCOPE OF WORK PREVIOUSLY APPROVED, ALLOCATING THE BALANCE OF SAID FUNDS, IN THE AMOUNT OF \$186,880, ACCOUNT CODE 331416.589807.6.270, TO BE USED FOR SITE PREPARATION COSTS RELATED TO THE LEASING OF CONSTRUCTION TRAILERS, TO OVERSEE THE CONTINUED CAPITAL IMPROVEMENTS AT THE PARK SITE.*

Name	Yes	No	Passed	Seconded	Unanimous
Athalie Range	X				
Gene Tinnie	X				
Eugenia Thomas	X				
Mark Walters	X				
Maud Newbold	X				
Miguel Germain	X				
Enid Pinkney	X				

Tally 7-0

Motion Carries unanimously

Motion Defaults \_\_\_\_\_

W. Mark Walters  
 Secretary- W. Mark Walters

9/12/05  
 Date Approved

## Virginia Key Beach Park Trust – April 21, 2005

### \$202,000 Homeland Defense Bond Allocation Progress Report

Project Title	Design Firm	Progress Report	Costs	Update
Virginia Key Beach Park Trust Museum and Cultural Center	Lord Cultural Resources Management & Planning, Inc.	The Virginia Key Beach Park Trust selected LORD Cultural Resources to manage the design phase of the cultural center at Virginia Key Beach Park.	\$110,000	The Trust selected a distinguished group of professionals to jury an architectural competition facilitated by Lord. Scheduled to begin in May 2005 and deliver a final architectural design team by Oct./Nov. 2005
Utilities Master Plan	IMDC, Inc. and Florida Power & Light	The Virginia Key Beach Park Trust selected IMDC, Inc. for a comprehensive electrical master plan that will support the needs of Virginia Key Beach Park at its final build out.	\$40,000	IMDC, Inc. is ready to proceed; their PSA was submitted to the City of Miami Atty's Office and has some revisions that must be negotiated. The design will take 45 days to complete.
Master Plan Implementation	Wallace Roberts & Todd, LLC	WRT has completed their design of Virginia Beach Road, the entry way into Virginia Key Beach Park.	\$15,000	Renderings and designs were delivered; payment made February 2005
Master Plan Implementation	Sea Systems Corp.	An Erosion Control Line Survey is needed at Virginia Key Beach Park for field surveying and mapping work.	\$7,000	
Master Plan Implementation	KLW, Inc.	KLW, Inc. is a train and rail consultant. This firm has been working with the Virginia Key Beach Park Trust to identify and secure an authentic mini-train for installation on the park site.	\$20,000	A train has been located. Inspection, transportation and reassembly on the park site under the supervision of KLW has not occurred.
Master Plan Implementation	University of Miami (RSMAS) and the National Oceanic & Atmospheric Association (NOAA)	NOAA has offered to handle the Bear Cut current testing for the Virginia Key Beach Park Trust. The current testing is necessary to determine current and tidal conditions off the coast of the park site for swimming, ocean depth and safe water activities.	\$10,000	The Univ. of Miami and NOAA will consult the Trust on this project and the proper equipment to purchase. NOAA has agreed to provide in-kind assistance by performing the current testing and study.
<b>Total:</b>			<b>\$202,000</b>	



# GE Capital Modular Space

modspace.com

LEASE AGREEMENT NO.: 291559  
 ACCOUNT NO.: 750918  
 CUSTOMER NO.: 314889

## RETURN EQUIPMENT TO GECMS:

MIAMI  
 5000 N.W. 72ND AVENUE  
 MIAMI  
 FL 33166  
 Telephone: 305-592-7998  
 1-800-523-7918  
 Fax: 305-477-0662

**GE CAPITAL MODULAR SPACE, a division of Transport International Pool, Inc., a Pennsylvania corporation ("GECMS") hereby leases the equipment specified below (the "Equipment") to:**

City of Miami  
 PO Box 330708  
 Attn: A/P  
 MIAMI  
 FL 33233-0708  
 Customer Contact: MR. LEE ROBINSON  
 Telephone: 305 571 8230  
 Fax: 305 571 8311  
 P.O. #:  
 Project Name: Virginia Key Beach Park Trust

The Equipment will be located at (subject to Section 4 on attached page):

VIRGINIA KEY BEACH PARK TRUST  
 MIAMI  
 FL 33137

**Customer hereby leases Equipment from GECMS for a minimum period of 60 months (the "Minimum Lease Period") from the start of the lease term in accordance with the terms and conditions of this Lease Agreement including the terms and conditions set forth on the attached page (this "Lease"). Rental month is defined as a thirty-day period. Customer agrees to pay GECMS without demand and in advance the monthly rental and other charges on the due dates set forth in this Lease. The anticipated delivery date for the Equipment, subject to Section 3(c) on the attached page, will be on or about the 17th day of October, 2005.**

Unit	Class	Width	Length	Serial No.	Monthly	Weekly	Daily	Insurance Value
000000					\$782.00	\$179.97	\$25.71	\$0
000000					\$782.00	\$179.97	\$25.71	\$0
000000					\$782.00	\$179.97	\$25.71	\$0
000000					\$783.00	\$180.20	\$25.74	\$0
000000					\$783.00	\$180.20	\$25.74	\$0

ONE TIME CHARGES	
DELIVERY	
BUILDING DELIVERY (Qty: 1 at \$7,650.00)	\$7,650.00
INSTALLATION	
DECKING (Qty: 1 at \$50,162.00)	\$50,162.00
SET-UP COMPLEX (Qty: 1 at \$12,875.00)	\$12,875.00
SKIRTING - WOOD (Qty: 1 at \$2,382.00)	\$2,382.00
RETURN DELIVERY	
BUILDING RETURN* (Qty: 1 at \$2,345.00)	\$2,345.00
DISMANTLING	
TEAR DOWN COMPLEX* (Qty: 1 at \$8,850.00)	\$8,850.00
MODIFICATIONS	
SITE/CIVIL WORK (ONE-TIME)	
(Qty: 1 at \$129,400.00)	\$129,400.00

MONTHLY CHARGES	
COMPLEX	\$3,912.00
Total	\$3,912.00

DAILY: \$128.61  
 WEEKLY: \$900.31

\*\* Billed at Termination Total \$213,664.00



# GE Capital Modular Space

modspace.com

LEASE AGREEMENT NO.: 291559  
ACCOUNT NO.: 750918  
CUSTOMER NO.: 314889

## RETURN EQUIPMENT TO GECMS:

MIAMI  
5000 N.W. 72ND AVENUE  
MIAMI  
FL 33166  
Telephone: 305-592-7998  
1-800-523-7918  
Fax: 305-477-0662

(Continued)

No agent, employee or representative of GECMS has any authority to make any representation or warranty concerning the Equipment that is not specifically included in this Lease. Unless specifically identified in this Lease, this Lease supersedes all prior negotiations, proposals and documents. This Lease will not be subject to any additional provision that may be contained in the Customer's purchase order, although Customer's purchase order number may be used by the parties as a convenient reference for invoicing purposes.

~~SITE PREPARATION NOT PART OF THIS PROPOSAL.  
TEARDOWN AND RETURN DELIVERY WILL BE BILLED AT CURRENT RATE AT TIME OF RETURN.  
SUITABLE AND ACCESSIBLE SITE REQUIRED BY TRUCK.~~

THIS PROPOSAL DOES NOT REPRESENT A CONTRACTUAL COMMITMENT AND IS SUBJECT TO G.E. CAPITAL MODULAR SPACE CORPORATE APPROVAL.

Setup is for standard typical only. Customer must advise if county or state requires additional blocking or other items to meet their code.

~~Electrical, water and sewer supply, and connections provided by others.  
Stops, docks, platforms and walkways provided by others.~~

Lessee/buyer shall be responsible for and bear the cost of obtaining all permits, licenses, and insurance required. Buyer/Lessee shall be responsible to contact the local utility protection service at least 48 hours prior to setup, and area must be marked.

GE LEASE AGREEMENT PROPOSAL COST FOR TEARDOWN AND RETURN DELIVERY ARE BASED ON TODAY'S GOING RATES, GE HAS THE RIGHT TO ADJUST THIS RATES FROM A 10% - 15% AT THE END OF THE TERM TO MEET ANY ON EXPECTED LABOR OR MATERIAL INCREASE IF ANY.

The attached page (Form No. US20021216) contains Terms and Conditions that form an integral part of this Lease. **Those terms and conditions include but are not limited to disclaimers of warranties of merchantability and fitness and limitations on damages. The only other documents that form a part of this lease are: NONE.**

Signed by duly authorized agents, with the intent to be legally bound, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
GE CAPITAL MODULAR SPACE AUTHORIZED AGENT

By \_\_\_\_\_  
CUSTOMER OR AUTHORIZED AGENT

Name JUAN BROCHE

Name \_\_\_\_\_  
(please print)

Accepted and Del. By: \_\_\_\_\_  
Freight Vendor

Date: \_\_\_\_\_

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Received and Accepted By: \_\_\_\_\_  
Name: \_\_\_\_\_  
(please print)

Date: \_\_\_\_\_



GE Equipment Services  
Modular Space

5000 NW 72 Avenue  
Miami, FL 33166  
T 305-592-7998  
F 305-477-0662

August 16, 2005

Mr. Lee Robinson  
City of Miami Virginia Key  
3550 Biscayne Blvd.  
Suite 510  
Miami, FL 33137

Re: Virginia Beach Project

Dear Mr. Robinson,

Enclosed please find the site preparation proposal for the new 70' x 64' modular complex for the above referenced project. The proposed amount of One Hundred, Seventy Nine Thousand, Five Hundred and Sixty Two Dollars (\$179,562.00) scope of work includes the following:

❖ **Plans:**

**Price Breakdown \$11,800.00.**

- Survey
- Site
- Paving
- Architectural
- Structural
- Electrical Plumbing

❖ **Work to be done including Labor Materials and Equipment Rent:**

**Price Breakdown \$102,360.00.**

- Slab Dimension of 100 Ft. X 100 Ft. X 6 in. Thick.
- Reinforced Steel
- Forming
- Concrete and Concrete Blocks.
- Steel and Wire Mesh
- Paving (No Drainage) Parking Area / Handicap Signs
- Site Clearing.
- Plumbing
- Electrical (No Poles or Lamps)
- Final Site Clean Up
- Obtaining Building Permit



## GE Equipment Services Modular Space

### **❖ Ramp, Deck and Steps:** **Price Breakdown \$50,162.00.**

- Purchase of 1,396 Sq. Ft. of Decking
- Purchase of 5'x5' Deck W/Step (Rear)
- Purchase of 5'x8' Deck W/Step (Front)
- Purchase of 36' Switchback Ramp W/ 5'x10' Landing  
(Purchase Price Includes Delivery and Installation)

*Our quality equipment includes the following:*

- ✓ Powder-Coating on Hand Rails and Steps
- ✓ Slip/ Skid Resistant
- ✓ 11 Gauge Steel Frame
- ✓ Pressure Treated Wood Floor
- ✓ Meets / Surpassed Building Codes
- ✓ Can Be Color-Coordinated to Match Exterior of Building

### **❖ Overhead, Contractors Fees, Insurance Cost and Supervisor:** **Price Breakdown \$15,240.00.**

### **❖ We are not including the following items:**

- Permit Fees
- Miami Dade County Water and Sewer Impact Fees.
- City of Miami Impact Fees.
- Miami Dade County Impact Fees.
- Drainage Plans
- Landscaping

This approval represents budgetary pricing only. It does not constitute a final offer, final price is contingent on; final construction plans, confirmation of Velocity Zone as it pertains to this project, final confirmation with the utilities on the extent of work needed to connect services, approved by GE corporate and all governmental offices.

DEPARTMENT OF CAPITAL IMPROVEMENTS  
PROJECT OVERVIEW FORM

**Previously Approved**

1. DATE: 7/28/04 DISTRICT: 2  
NAME OF PROJECT: VIRGINIA KEY BEACH PARK TRUST- CAPITAL RELATED CONSULTING  
INITIATING DEPARTMENT/DIVISION: VKBPT (Virginia Key Beach Park Trust)  
INITIATING CONTACT PERSON/CONTACT NUMBER: David Shorter 305 571-8230  
C.I.P. DEPARTMENT CONTACT: Jorge Cano 305 416-1282  
RESOLUTION NUMBER: \_\_\_\_\_ CIP/PROJECT NUMBER: 331416  
ADDITIONAL PROJECT NUMBER: \_\_\_\_\_  
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted?  YES  NO If yes,  
TOTAL DOLLAR AMOUNT: \$202,000 (Allocated 5,000,000; current balance of \$3,798,000)  
SOURCE OF FUNDS: Virginia Key Beach Park Improvements  
ACCOUNT CODE(S): CIP # 331416

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: David Shorter  
DESCRIPTION OF PROJECT: Cost for Capital related consulting for the Virginia Key Trust Improvements Project- See attached sheet

ADA Compliant?  YES  NO  N/A  
Approved by Audit Committee?  YES  NO  N/A DATE APPROVED: 7/20/04  
Approved by Bond Oversight Board?  YES  NO  N/A DATE APPROVED: 7/28/04  
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: \_\_\_\_\_

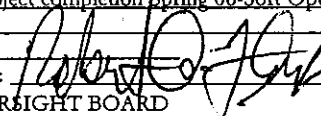
Approved by Commission?  YES  NO  N/A DATE APPROVED: \_\_\_\_\_  
Approved by Bond Oversight Board?  YES  NO  N/A DATE APPROVED: \_\_\_\_\_

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: Already spent \$1 Million for bathrooms etc. This is an advance from 2<sup>nd</sup> series District 2- Unallocated Funds. Project will cost \$20 million, where 50% is already raised from Fundraising funds. Subcommittee requests that CIP will remain as Project Manager for the infrastructure/design/construction costs. Estimated project completion Spring 06-Soft Opening of Park.

APPROVAL:  DATE: 7/28/04  
BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials  YES  NO

**\$245,000 CIP Allocation for Capital Improvements at Virginia Key Beach Park**

Project Title	Design Firm	Remarks	Costs
Cultural Center Design	Virginia Key Beach Park Trust	The Virginia Key Beach Park Trust has advertised an <u>RFQ which is due March 15, 2004</u> for design firms to present their qualifications to manage the design phase of the cultural center at Virginia Key Beach Park.	\$110,000
Utilities Master Plan	Florida Power & Light with Several Firms	The Virginia Key Beach Park Trust is currently gathering estimates for a <u>comprehensive electrical master plan</u> that will support the needs of Virginia Key Beach Park at its final build out. <u>The design plan completion must coincide with the start of the Sanitary Sewer Project in September 2004.</u>	\$40,000
Master Plan Implementation	Wallace Roberts & Todd	WRT has begun it design of Virginia Beach Road, the entry way into Virginia Key Beach Park. <u>Renderings and designs are reaching the second phase. This design process will conclude by June 2004.</u>	\$15,000
Master Plan Implementation	PBS&J (Sea Systems Corp.)	An <u>Erosion Control Line Survey</u> is needed at Virginia Key Beach Park for field surveying and mapping work. <u>This survey must be completed prior to implementation of the Section 111 Project in June 2004.</u>	\$7,000
Master Plan Implementation	KLW, Inc.	KLW, Inc. is a <u>train and rail consultant</u> . This firm has been working with the Virginia Key Beach Park Trust to identify and secure an authentic mini-train for installation on the park site. The Train will be located, inspected, packaged, transported, and reassembled on the park site under the supervision of KLW.	\$20,000
Master Plan Implementation	National Oceanic & Atmospheric Association	NOAA has offered to handle the <u>Bear Cut current testing</u> for the Virginia Key Beach Park Trust. The current testing is necessary to determine current and tidal conditions off the coast of the park site for swimming, ocean depth and safe water activities. <u>This project will coincide with the implementation of the Section 111 Project in June 2004.</u>	\$10,000

**Total: \$202,000**



## **6. West End Park - Water Playground**

Ed Blanco, CIP Department, reported that the West End Park - Water Playground project is still in the permitting process, but a contractor has been awarded for the project.

## **7. Virginia Key Beach Park Trust - Capital Related Consulting**

Lee Robinson, finance director, Virginia Key Beach Park Trust, reported the following: \$110,000 allocated for design of museum structure; RFQ expected to be issued mid-May. A finalist is anticipated in October, which will begin the design competition for the museum structure. The comprehensive electrical master plan for the utilities in the park is underway. The PSA is currently in the City Attorney's Office awaiting signage. The renderings for the entrance of the park have been completed. The purchase of the mini train is on hold due to lack of funding.

Mary Conway, CIP/Transportation Director, reported that the CIP office has begun monthly coordination meetings with the Trust to make sure that the capital improvement projects that are being done on behalf of the Trust are fully coordinated with their efforts.

## **8. Preservation Development Initiative Grant**

Sarah Eaton, Preservation Officer, reported that, earlier this month, the department received a letter from Richard Moe, the president of the National Trust for Historic Preservation, reaffirming the commitment of the National Trust to Miami to fulfill its obligations under the Preservation Development Initiative. An amendment to the contract is expected via mail this week to extend the contract. In six months, the Board should expect a very exciting report.

## **9. Land Acquisition at 301 NE 62<sup>nd</sup> Street - LHP 101 in connection with Little Haiti Park.**

Dirk Duval, Department of Economic Development, reported that the Department closed on the property on March 18. The structure previously occupying said property has since been demolished, and preparations are being made to fence the property.

## **10. Brentwood Village**

Roger Hatton, CIP Department, reported that the architect submitted their final drawings for construction to the Building Department for permitting; to CIP and Public Works for review and comments. The Law Department of the City of Miami is drafting construction easement documents between the developer of that community and the City of Miami.

Mary Conway, CIP/Transportation Director, reported that the City made a commitment to partner based on investment that was made by the developer in an area that was a run-down, drug-infested area that's been turned around. The City's commitment was to



# DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

1. DATE: 9/27/05 DISTRICT: 4

NAME OF PROJECT: ROBERT KING HIGH PARK SOCCER FIELD

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: 333145

ADDITIONAL PROJECT NUMBER: \_\_\_\_\_ B-30229

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted?  YES  NO If yes, (TOTAL DOLLAR AMOUNT: \$1,974,700 (10 Million Bond Authorization, 1st Series Allocation 0, swaps per ordinance \$241,234+ Bond Interest \$1,976,250, estimated balance is 0)

SOURCE OF FUNDS: Soccer Complex Development

ACCOUNT CODE(S): CIP # 333145

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 a Soccer Field with minimum international or college size requirements (approximately 120yds x 65yds) with lighting, Male and Female restroom facilities, bleachers, parking lot with lighting, security lighting around structures, required landscape adjacent to building and parking lot, proposed turf and irrigation systems, sidewalks and accessibility to the facilities per ADA guidelines for building and facilities and other applicable codes, required site improvements from the north of the existing bridge to the new facilities in coordination with the proposed project south of that bridge.

ADA Compliant?  YES  NO  N/A

Approved by Audit Committee?  YES  NO  N/A DATE APPROVED: 9/21/05

Approved by Bond Oversight Board?  YES  NO  N/A DATE APPROVED: 9/27/05

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: Supported by Carlos Arboleya and will be further explained at full board meeting.

APPROVAL: \_\_\_\_\_  
BOND OVERSIGHT BOARD

DATE: 9/27/05



**PROJECT ANALYSIS FORM**  
 Department of Capital Improvements  
 City of Miami

Date Prepared:	2/11/2005
Revised Date:	
Revised Date:	
Revised Date:	

<b>PROJECT NAME:</b> Robert King High Park Soccer Field		
<b>ADDRESS / LOCATION:</b> 7025 West Flagler Street, Miami, Florida		<b>PROJECT No.:</b> B-30229
<b>NET OFFICE:</b>		<b>DISTRICT:</b>
<b>CLIENT DEPT:</b> Parks and Recreation		<b>EST. PROJECT COST:</b> \$1,974,700
<b>CLIENT CONTACT:</b> Maria Perez	<b>TEL.:</b> (305) 416 - 1314	<b>ALLOCATED FUNDS:</b> \$1,976,250
<b>PROJECT MANAGER:</b> Natalie D. Hosein	<b>TEL.:</b> (305) 416 - 1089	<b>PROCUREMENT:</b> JOC
<b>CONSTR. MANAGER:</b> Natalie D. Hosein	<b>TEL.:</b> (305) 416 - 1089	<b>PROJECT TEAM:</b> Vertical
<b>INSPECTOR / CEO:</b>		<b>TEL.:</b>
<b>EST. DESIGN START:</b> 3/1/2005	<b>EST. BID ADV.:</b> n/a	<b>EST. CONSTRUCTION START:</b> 8/1/2005
<b>EST. DESIGN END:</b> 6/30/2005	<b>EST. AWARD DATE:</b> 8/1/2005	<b>EST. CONSTRUCTION END:</b> 2/1/2006

PRODUCTION PHASE		Percentage	
A. Design Svcs. - Outside Consultant		Prime Consultant: <u>PBS&amp;J</u>	
1	Basic Fees:	10.0%	\$136,000
2	Additional Services:	1.0%	\$13,600
		<b>SUB-TOTAL:</b>	<b>\$149,600</b>
B. Design Svcs. - CIP			
1	In-house Basic Design Fee:	0.0%	\$0
2	In-house Additional Design Services:	0.0%	\$0
		<b>SUB-TOTAL:</b>	<b>\$0</b>
C. Production Management Services			
1	Prod. Mgmt. of Outside Consultant by CIP:	0.0%	\$0
2	Prod. Mgmt. of Outside Consultant by Industry Partner:	3.0%	\$40,800
		<b>SUB-TOTAL:</b>	<b>\$40,800</b>
D. Miscellaneous Services			
1	Survey: Vendor: <u>TBD</u>		\$5,000
2	Re-plat: Vendor:		
3	Geotechnical Testing: Vendor: <u>TBD</u>		\$5,000
4	Utility Locations (Soft Digs): Vendor:		
5	Asbestos Survey: Vendor:		
6	Energy / HVAC Calculations: Vendor:		
7	Phase I Environmental: Vendor: <u>TBD</u>		\$5,000
8	Phase II Environmental: Vendor: <u>TBD</u>		\$5,000
9	Structural Testing: Vendor:		
10	Archeological Survey: Vendor:		
11	Other: Reimbursables Vendor:		\$2,500
		<b>SUB-TOTAL:</b>	<b>\$22,500</b>
E. Special Fees / Assessments:			
1	DERM (Plans review, environmental permits, etc.): Fee Waiver <input type="checkbox"/>		\$1,000
2	Miami-Dade County Water and Sewer Department (Plan review)		\$1,000
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.):		\$1,000
8	Other:		
		<b>SUB-TOTAL:</b>	<b>\$5,000</b>
		<b>PRODUCTION PHASE TOTAL:</b>	<b>\$217,900</b>
<b>CONSTRUCTION PHASE</b>			
F. Construction:		JOC Contractor:	
1	Construction Estimate:		\$1,360,000
2	Contingency Allowance:	10.0%	\$136,000
3	Data & Telecommunication Systems (IT Dept.):		\$0
4	Fixtures, Furniture and Equipment:		\$83,000
5	WASA System Betterment:		
6	FPL Contribution-in-Aid-of Construction:		
7	Other:		
		<b>SUB-TOTAL:</b>	<b>\$1,579,000</b>

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:		
	3	Miami-Dade County Archeological Monitoring:		
	4	Other: WASA Impact Fee		
				\$1,000
	SUB-TOTAL:			\$1,000
	CONSTRUCTION PHASE TOTAL:			\$1,580,000
	<b>CONSTRUCTION ADMINISTRATION</b>			
	H	Construction Inspection Services - CIP:	3.0%	\$40,800
	I	Construction Mgmt. - Industry Partner:	2.0%	\$27,200
	J	Construction Engineering Observer (CEO) - Industry Partner	3.0%	\$40,800
	K	JOC Administration	2.0%	\$27,200
	CONSTRUCTION ADMINISTRATION TOTAL:			\$136,000
	<b>ADMINISTRATIVE EXPENSES</b>			
L	CIP Dept. (Mgmt./Budget/Procurement/Comm.):	2.0%	\$27,200	
M	Industry Partner Program Mgmt. Support:	1.0%	\$13,600	
ADMINISTRATIVE EXPENSES TOTAL:			\$40,800	
<b>LAND ACQUISITION EXPENSES</b>				
N	Land Cost:			
O	Transaction Costs:	0.0%	\$0	
LAND ACQUISITION TOTAL:			\$0	
<b>GRAND TOTAL - ESTIMATED PROJECT COST:</b>			<b>\$1,974,700</b>	

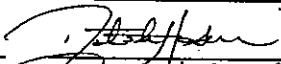
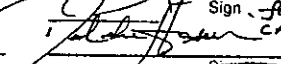

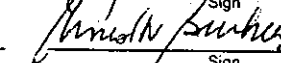
**PROJECT SCOPE**

Soccer Field with minimum international or college size requirements (approximately 120yds x 65yds) with lighting. Male and Female restroom facilities, bleachers, parking lot with lighting, security lighting around structure, required landscape adjacent to building and parking lot, proposed turf and irrigation systems, sidewalks and accessibility to the facilities per ADA Guidelines for Building and Facilities and other applicable codes, required site improvements from the north of the existing bridge to the new facilities in coordination with the proposed project south of that bridge.

**NOTES**

FUND SOURCES	Fund:	2002 Homeland Defense Bonds Interest	CIP #	333145	Fiscal Year Available	2004-2005	Amount:	\$1,976,250
	Fund:	CIP 331419 to be	CIP #				Amount:	
	Fund:	used on a temporary	CIP #				Amount:	
	Fund:	basis until amendment	CIP #				Amount:	
	Fund:	ordinance is approved	CIP #				Amount:	
	Fund:	to establish 333145.	CIP #				Amount:	
<b>TOTAL ALLOCATED AMOUNT:</b>								<b>\$1,976,250</b>

*PS*  
2-24-05

VALIDATION	Project Manager:	Natalie D. Hosein		Date:	02-11-05
	Sr. Project Manager:	Cary Sanchez-Rea		Date:	02-11-05
	Reviewed by:	Pilar Saenz CIP Budget Administrator		Date:	2-15-05
	Accepted by:	Ernest Burkeen Director of the Client Department		Date:	2/22/05

Copies To: CLIENT DEPARTMENT, ALL CIP SECTION CHIEFS, CIP SENIOR ACCOUNTANT, HDR PROGRAM MANAGER

<b>CIP PROJECT: 333145</b>							
<b>Soccer Complex Development</b>							
Appropriated Amount							
Funding Sources:							
Homeland Defense/Neighborhood Improvement Bonds				241,234.00			
Homeland Defense/Neighborhood Improvement Bonds-Interest				1,976,250.00			
				<b>Total:</b>		<b>\$ 2,217,484.00</b>	
<b>Expenditures</b>							
<b>B/Number</b>	<b>Vendor/Description</b>	<b>Allocation</b>	<b>Contract Amount</b>	<b>Payments to Date</b>	<b>Contract Balance</b>	<b>Comments</b>	<b>Contractor/Vendor</b>
B-30229	Robert King High Park Soccer Field	1,976,250.00			0.00	signed revised PAF 4-8-05	Req./P.O. #
B-35907	Athletic Range Park Soccer/Football Complex (1,735,016.00 will be allocated in Series 2)	241,234.00			0.00	signed revised PAF 5-27-05 & 8-30-05	
					0.00		
					0.00		
	<b>Totals:</b>	<b>2,217,484.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		
	<b>Balance of Appropriations:</b>	<b>\$0.00</b>	<b>\$ 2,217,484.00</b>				



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

1. DATE: 9/27/05 DISTRICT: CW
NAME OF PROJECT: PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC. FOR PROFESSIONAL PROGRAM MANAGEMENT SERVICES
INITIATING DEPARTMENT/DIVISION: Capital Improvements
INITIATING CONTACT PERSON/CONTACT NUMBER: Mary Conway (305) 416-1280
C.I.P. DEPARTMENT CONTACT:
RESOLUTION NUMBER: CIP/PROJECT NUMBER: Various CIP Accounts
ADDITIONAL PROJECT NUMBER: (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
(TOTAL DOLLAR AMOUNT: not to exceed \$5,780,679
SOURCE OF FUNDS: Capital and Transportation Improvement Program
ACCOUNT CODE(S):
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: To execute a Professional Services Agreement (PSA) and work order No.1, with HDR Engineering, Inc. for Professional Program Management Services for the Capital Improvement and Transportation Program for a one year period, with the option for five additional one-year extension pursuant to RFP 04-05-019.

ADA Compliant? YES NO N/A
Approved by Audit Committee? YES NO N/A DATE APPROVED: 9/21/05
Approved by Bond Oversight Board? YES NO N/A DATE APPROVED: 9/27/05
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: Under Job Order Contract (JOC). Agreement does not include Street Car Program. Dollar amount generated by interest on Bond Issuance; terms differ from those originally piggy-backed.

APPROVAL: BOND OVERSIGHT BOARD DATE: 9/27/05



# City of Miami

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

## Text File Report

**File ID:** 05-00904

**Type:** Resolution

**Status:** Mayor's Office for  
Signature

**Enactment #:** R-05-0534

**Enactment Date:** 9/8/05

**Version:** 2

**Introduced:** 8/16/05

**Controlling Body:** City Commission

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, WITH HDR ENGINEERING, INC., THE HIGHEST-RANKED FIRM, PURSUANT TO REQUEST FOR PROPOSALS NO. 04-05-019, TO PROVIDE PROFESSIONAL PROGRAM MANAGEMENT SERVICES FOR THE CAPITAL AND TRANSPORTATION IMPROVEMENT PROGRAM, FOR A ONE-YEAR PERIOD, IN THE AMOUNT NOT TO EXCEED \$7,280,878, CONSISTING OF \$5,780,679, FOR PRIMARY PROGRAM MANAGEMENT SERVICES, PLUS \$1,500,199, FOR SPECIALTY SERVICES FOR THE MIAMI STREETCAR PROGRAM, WITH THE OPTION TO RENEW FOR FIVE ADDITIONAL ONE-YEAR PERIODS; ALLOCATING FUNDS FROM VARIOUS CAPITAL PROJECT ACCOUNTS, SUBJECT TO BUDGETARY APPROVAL.

WHEREAS, the City of Miami ("City") has established a sizeable Capital and Transportation Improvement Program currently funded at over \$675,000,000 and consisting of 1,100 projects that have been or will be funded through the Homeland Defense and Neighborhood Improvement Bond Program, Miami-Dade County's ½ Cent Transportation Surtax and Miami-Dade County's General Obligation Bond, among other sources for which management and administrative services required far in excess of what can be handled by in-house resources; and

WHEREAS, initially commencing in January, 2004, the City Commission authorized the Administration to secure on-going program management services by piggy-backing onto other governmental contracts with well-known and respected consulting firms; and

WHEREAS, in an effort to meet this critical need, the City conducted a competitive selection process and issued Request for Proposals ("RFP") No. 04-05-019, to secure qualified outside consultants to provide Professional Program Management Services for the Capital and Transportation Improvement Program; and

WHEREAS, three proposals were received, evaluated and ranked by an Evaluation Committee; and

WHEREAS, pursuant to Resolution No. 05-0289, adopted May 12, 2005, the City Commission accepted the recommendation of the City Manager to approve the findings of the Evaluation committee, that the highest-ranked firm most qualified to provide Program Management Services, is HDR Engineering, Inc., followed by PBS & J and CSA Southeast, Inc.; and

WHEREAS, funds in the total maximum amount of \$7,280,878, are available from individual Capital Improvement projects or other designated project funds;

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

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

Section 2. The City Manager is authorized{ 1 } to execute an Agreement, in substantially the attached form, with HDR Engineering, Inc., the highest-ranked firm, pursuant to RFP No. 04-05-019, for the provision of Professional Program Management services for the Capital and Transportation Improvement Program, for a one-year period, in the amount not to exceed \$7,280,878, consisting of \$5,780,679, for primary program management services, plus \$1,500,199, for specialty services for the Miami Streetcar Program, with the option to renew for five additional one-year periods, with funds allocated from various Capital Project Accounts, subject to budgetary approval.

Section 3. 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





**AGENDA ITEM SUMMARY FORM**

FILE ID: 05-00904

Date: 8/11/2005

Requesting Department: Capital Impvts. and Transp.

Commission Meeting Date: 9/8/2005

District Impacted: All

Type:  Resolution  Ordinance  Emergency Ordinance  Discussion Item

Other \_\_\_\_\_

Subject: Professional Services Agreement with HDR Engineering, Inc. for Professional Program Management Services

**Purpose of Item:**

To authorize the execution of a Professional Services Agreement ("PSA") and Work Order No. 1, in substantially the attached form, with HDR Engineering, Inc. ("HDR") for Professional Program Management Services for the Capital Improvement and Transportation Program (CITP) for a three year period, with the option for three additional one-year extensions, pursuant to RFP 04-05-019.

**Background Information:**

The City has established a sizeable capital and transportation improvement program currently funded at over \$675,000,000 and consisting of over 1,100 projects that have been or will be funded through the Homeland Defense and Neighborhood Improvement Bond Program, Miami-Dade County's 1/2 Cent Transportation Surtax and Miami-Dade County's General Obligation Bond, among other sources. Starting in January 2004, the City Commission authorized the Administration to secure on-going program management assistance by piggy-backing onto other governmental contracts with well-known and respected consulting firms.  
(Continued on second page)

**Budget Impact Analysis**

NO Is this item related to revenue?

NO Is this item an expenditure? If so, please identify funding source below.

General Account No: \_\_\_\_\_

Special Revenue Account No: \_\_\_\_\_

CIP Project No: various accounts

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

Start Up Capital Cost: \_\_\_\_\_

Maintenance Cost: \_\_\_\_\_

Total Fiscal Impact: \_\_\_\_\_

**Final Approvals**  
(SIGN AND DATE)

CIP [Signature] 8-12-05

If using or receiving capital funds  
Grants N/A

Budget [Signature] 8/12/05

Risk Management N/A

Purchasing N/A

Dept. Director [Signature]

Chief [Signature]

City Manager [Signature]

## Background Information Continued:

Subsequently, the City conducted a competitive selection process, and issued RFP No. 04-05-019 for these critical services. Three responses were received, evaluated, ranked and then approved by the City Commission. Pursuant to Resolution 05-0289, adopted 5/12/05, HDR Engineering, Inc. was the top-ranked firm, followed by PBS & J and CSA Southeast, Inc. That resolution also authorized the City Manager to negotiate with HDR.

A PSA has been successfully negotiated with HDR a contract for one year with the option for five additional one year extensions, setting forth the terms and conditions for the services to be provided. The PSA primarily provides for comprehensive program management services, with divisions for production (design and engineering) management and construction management. Secondly, the Agreement allows the Administration to secure specialized services in related areas or for highly technical and complex projects, such as transit program management for the Midtown Streetcar program. These specialty services are to be assigned via Work Order and are subject to City Commission and/or City Manager approval, consistent with the provisions of the City Code.

The PSA requires the firm to submit an Annual Work Program to the City Manager for approval, and provides for annual compensation for primary program management services in an amount not to exceed \$5,780,678 over the initial year of the contract. Funds are available from individual Capital Improvement Projects and designated project funds as the assignments are made.

Specialty Work Order No. 1, for the Streetcar Program is also attached for City Commission approval. The maximum fee for the Streetcar Program for the first year is \$1,500,199.

A summary of compensation estimates are shown in the attached Exhibit A.

## Program Management Services for the Capital and Transportation Improvement Program

### PROFESSIONAL SERVICES AGREEMENT TERM SHEET

TERM/CONDITION	DESCRIPTION
<b>EFFECTIVE DATES</b>	August 1, 2005 – July 31, 2006 plus options to extend for five (5) additional 1-year periods
<b>SERVICES</b>	<p>Program management for the implementation of the Capital Improvement and Transportation Program (CITP), consisting of 1,100 projects with over \$675,000,000 in funding commitments. Program Manager serves as an extension of staff, providing all administrative, technical, and management activities associated with leading and/or supporting the City in this effort.</p> <p>Program Management services include, but are not limited to, research and preparation of reports and studies, coordination with community organizations, project management, production management, construction management, cost estimating, value engineering, scheduling, GIS production/management, utility coordination, technology and information systems development and maintenance for the CITP, document control and records management, and administrative, contractual, and financial program management. The Services may further include but are not limited to planning, programming, field investigations, observations, feasibility studies, and other activities that may be required to complete the Annual Work Program and approved Work Orders.</p> <ul style="list-style-type: none"> <li>• <b>PRIMARY SERVICE:</b> Those services considered by CITY to be fundamental to the successful management of the overall CITP. Includes general program oversight, plus management of both the production (planning, design and engineering) and construction aspects of the program.</li> <li>• <b>SPECIALTY SERVICE:</b> Those services which are not directly tied to the overall management of the CITP but to some critical, possibly large scale, element of the CITP that requires expertise that is unavailable from within the CITY's personnel resources. The assignment of Work as Specialty Services is made at the discretion of the City, by the Director, with the approval of the City Manager and/or the City Commission as applicable, and will be accomplished by a Work Order. An example is program management services for the Midtown Miami Streetcar.</li> </ul>

TERM/CONDITION	DESCRIPTION
<b>STAFFING</b>	<ul style="list-style-type: none"> <li>• <b>CORE PROGRAM STAFF:</b> Program Manager staff (job classifications) that are assigned on a full time basis to the Program with the DIRECTOR'S approval, working inside the City's Miami Riverside Center or other requested City facility and covered by the Lump Sum portion of compensation under this Agreement.</li> <li>• <b>SUPPLEMENTAL PROGRAM STAFF:</b> Staff of PROGRAM MANAGER and/or SUB-PROGRAM MANAGER assigned to the Program on a limited full-time or long term part-time basis and generally covered by the Hourly Rate portion of compensation under this Agreement, with the approval of the DIRECTOR. Individual tasks may be assigned to SUPPLEMENTAL PROGRAM STAFF for which Lump Sum Compensation may be negotiated.</li> <li>• <b>Estimated Staffing:</b>  <i>Primary</i> Year 1 = 19 Core (Full-Time) &amp; 13 Supplemental (Part-Time)  <i>Specialty</i> Year 1 = 2 Core (Full-Time) &amp; 19 Supplemental (Part-Time)  See table below</li> </ul>
<b>PROGRAM MANAGEMENT TEAM</b>	
HDR Engineering, Inc.	Prime Program Manager, Program Management, including Administration, Production, Construction, and Financial/Accounting
URS Construction Services, Inc.	Project Management for miscellaneous vertical projects (Production and Construction)
Consul Tech, Inc.	Project Management for miscellaneous horizontal projects (Production)
ADA Engineering, Inc.	Miscellaneous Construction and Production Management Support
Gordian Group	Construction Project Management for Job Order Contractor Projects
Project Information Services	Program Controls, program data information management
CMTS	Miscellaneous Construction and Production Management Support
JRA Consulting, Inc.	Utility Coordination
Larry Schneider	ADA Compliance Support
LTK	Streetcar Systems and Technology support
Nick Serianni	Transportation Program Funding
Holland and Knight	FTA Coordination and Support
Mark Hardgrove	FTA Coordination and Support

TERM/CONDITION	DESCRIPTION	
REPORTING REQUIREMENTS	<ul style="list-style-type: none"> <li>• <b>Monthly Progress Report:</b> In addition to the invoice, the PROGRAM MANAGER shall submit a Monthly Progress Report giving a summary of the services provided and activities undertaken by PROGRAM MANAGER staff, with particular detail regarding the work of SUPPLEMENTAL STAFF. The Monthly Progress Report shall also provide summary as to the status of all assignments, tasks, activities and deliverables as may be applicable. DIRECTOR approval required for payment.</li> <li>• <b>Annual Work Program:</b> A comprehensive report of goals, strategies, tasks and activities to be undertaken by the Program Manager for a given year under this Agreement, along with a detailed analysis of projected costs, personnel and other resources required to accomplish same for that period. CITY MANAGER approval is required for continuation of contract.</li> <li>• <b>Work Orders</b> – For any additional assignment of Specialty Services, a Work Order is to be approved by the City Commission</li> </ul>	
<b>Initial One Year Term</b>		
COMPENSATION	<b>PRIMARY SERVICES</b>	
Fees	\$5,579,892.15	
Reimbursements	\$200,786.56	
Subtotal	<b>\$5,780,678.71</b>	
Fees	\$1,383,996.06	
Reimbursements	\$116,202.44	
Subtotal	<b>\$1,500,198.50</b>	
<b>ALL SERVICES TOTAL</b>	<b>\$7,280,877.21</b>	
STAFFING	<b>PRIMARY SERVICES</b>	
Core Staff / Full-time	19	
Supplemental Staff / Part-time	13	
Subtotal	<b>32</b>	
<b>SPECIALTY SERVICES – STREETCAR (Work Order #1)</b>		
Core Staff / Full-time	2	
Supplemental Staff / Part-time	19	
Subtotal	<b>21</b>	
<b>ALL SERVICES TOTAL</b>	<b>53</b>	



# City of Miami

City Hall  
3500 Pan American Drive  
Miami, FL 33133  
[www.ci.miami.fl.us](http://www.ci.miami.fl.us)

## Text File Report

File ID: 05-00398

Type: Resolution

Status: Passed

Enactment #: R-05-0289

Enactment Date: 5/12/05

Version: 1

Introduced: 4/25/05

Controlling Body: Office of the City  
Clerk

A RESOLUTION OF THE MIAMI CITY COMMISSION ACCEPTING THE RECOMMENDATION OF THE CITY MANAGER TO APPROVE THE FINDINGS OF THE EVALUATION COMMITTEE, PURSUANT TO REQUEST FOR PROPOSALS NO. 04-05-019, THAT THE FIRMS MOST QUALIFIED TO PROVIDE PROGRAM MANAGEMENT SERVICES FOR THE DEPARTMENT OF CAPITAL IMPROVEMENT PROJECTS AND TRANSPORTATION, IN RANK ORDER, ARE: (1) HDR ENGINEERING, INC. ("HDR"), (2) PBS&J, INC., AND (3) CSA SOUTHEAST, INC.; AUTHORIZING THE CITY MANAGER TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT ("AGREEMENT") WITH HDR, THE TOP-RANKED FIRM; FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AGREEMENT WITH THE SECOND-RANKED AND THIRD-RANKED FIRMS, IN RANK ORDER, IN THE EVENT NEGOTIATIONS FAIL WITH THE TOP-RANKED FIRM; DIRECTING THE CITY MANAGER TO PRESENT THE NEGOTIATED AGREEMENT TO THE CITY COMMISSION FOR CONSIDERATION AND APPROVAL.

WHEREAS, the City of Miami ("City") has many construction and building projects funded in the Capital Improvement Program for which management and administrative services will be required far in excess of what can be handled by in-house resources; and

WHEREAS, the City conducted a competitive selection process, and issued Request for Proposals ("RFP") No. 04-05-019, in accordance with the Code of the City of Miami, Florida, as amended, to secure qualified outside consultant to fulfill this need; and

WHEREAS, three (3) proposals were received, the three firms were ranked by the Selection Committee, and such ranking was approved by the City Manager; and

WHEREAS, the Department of Capital Improvements Projects and Transportation ("Department") shall negotiate a Professional Services Agreement ("Agreement") with the highest ranked firm; and

WHEREAS, should negotiations fail with the highest ranked firm, the Department will negotiate an Agreement with the second and third-ranked firms, in rank order; and

WHEREAS, upon successful negotiations with the selected consultant, the Department will request City Commission approval for the City Manager to execute an Agreement to commence services;

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

Section 6. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. (2)



**CITY OF MIAMI  
DEPARTMENT OF CAPITAL IMPROVEMENTS  
PROFESSIONAL SERVICES AGREEMENT**

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<b>Service Category</b>	Professional Program Management Services for the Capital and Transportation Improvement Program
<b>Contract Type</b>	Continuing Services for Program Management
<b>PROGRAM MANAGER</b>	HDR Engineering, Inc.

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**CITY OF MIAMI  
DEPARTMENT OF CAPITAL IMPROVEMENTS  
PROFESSIONAL SERVICES AGREEMENT**

---

<b>Service Category</b>	Professional Program Management Services for the Capital Improvement & Transportation Program
<b>Contract Type</b>	Continuing Services for Program Management
<b>PROGRAM MANAGER</b>	HDR Engineering, Inc.
<b>Program Manager Office Location</b>	15450 New Barn Road, Suite 304, Miami Lakes, FL 33014-2169
<b>City Authorization</b>	Resolution Number 05-0534, adopted September 8, 2005

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THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year 2005 and effective AUGUST 1, 2005 by and between THE CITY OF MIAMI, FLORIDA, hereinafter called the "CITY," and HDR Engineering, Inc., a for profit Florida corporation hereinafter called the "PROGRAM MANAGER."

**RECITAL**

A. The City issued a Request for Proposals ("RFP") No. 04-05-019 on February 15, 2005 for the provision of Professional Program Management Services for the Capital Improvement & Transportation Program ("Services") and PROGRAM MANAGER's proposal ("Proposal"), in response thereto, was selected as the most qualified for the provision of said Services. The RFP and PROGRAM MANAGER's Proposal are sometimes referred to herein, collectively, as the Solicitation Documents, and are by this reference expressly incorporated into and made a part of this Agreement as if set forth in full.

B. WHEREAS, the City, through action of the City Manager and/or the City Commission, as applicable, has selected the PROGRAM MANAGER in accordance with applicable provisions of the City Procurement Ordinance, to provide the professional services as described herein.

WITNESSETH, that the CITY and the PROGRAM MANAGER, for the considerations herein set forth, agree as follows:

**ARTICLE 1   DEFINITIONS**

**1.01 ANNUAL WORK PROGRAM:** a comprehensive report of goals, strategies, tasks and activities to be undertaken by the Program Manager for a given year under this Agreement, along with a detailed analysis of projected costs, personnel and other resources required to accomplish same for that period.

**1.02 ATTACHMENTS:** The Attachments to this Agreement are expressly incorporated by reference and made a part of this Agreement as if set forth in full.

**1.03 CITY COMMISSION:** The legislative body of the City of Miami.

**1.04 CITY MANAGER:** The duly appointed chief administrative officer of the City of Miami.

**1.05 CITY OR OWNER:** The City of Miami, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this contract is to be performed. In all respects hereunder, City's performance is pursuant to City's position as the OWNER of the project. In the event the City exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances shall be deemed to have occurred pursuant to City's authority as a governmental body and shall not be attributable in any manner to City as a party to this contract. The City of Miami may be referred to herein as "OWNER" or "CITY". For the purposes of this Agreement, "CITY" without modification shall mean the CITY MANAGER.

**1.06 CONSTRUCTION OBSERVER:** An employee of the City or of a consulting firm hired by the CITY and assigned by the CITY to make observations of construction Work performed by a Contractor. Also referred to as "Construction Engineering Observer" or "CEO".

**1.07 CONTRACTOR:** An individual, partnership, corporation, association, joint venture, or any combination thereof, which has entered into a contract with the CITY for construction of City facilities and incidentals thereto.

**1.08 CORE PROGRAM STAFF:** Staff positions assigned on a full time basis to the Program by the PROGRAM MANAGER with the DIRECTOR'S approval, to serve as an extension of the City's staff working inside the City's Miami Riverside Center or other requested City facility and covered by the Lump Sum portion of compensation under this Agreement.

**1.09 DEPARTMENT:** shall mean the City's office of Capital Improvements and Transportation unless otherwise directed by the City Manager in writing.

**1.10 DIRECTOR:** The DIRECTOR of the CITY's Capital Improvements and Transportation office designated herein as having the authority and responsibility for managing the specific program and projects covered under this Agreement. The DIRECTOR, in his/her sole discretion, shall have the authority to delegate responsibilities herein to staff of the Capital Improvements and Transportation office and shall do so in writing.

**1.11 HORIZONTAL PROJECTS:** capital projects that generally consist of new construction, repair and/or reconstruction of roadways, rights-of-way and streetscape improvements (roads, sidewalks and swale areas) including, without limitation, street grading, pavement milling, paving, curb and gutter installation, striping, sidewalks, pavers, irrigation systems, lighting and landscaping, hardscaping and waterway improvements and maintenance, and underground storm and/or sanitary sewer systems and components such as pump stations, force mains, injection wells and disposal outfalls.

**1.12 NOTICE TO PROCEED:** Same as "Authorization to Proceed." A duly authorized written letter or directive issued by the Director or Project Manager acknowledging that all conditions precedent have been met and/or directing that PROGRAM MANAGER may begin work on a particular PROGRAM assignment, Project, or a specific task of a Project as outlined in the ANNUAL WORK PROGRAM, or a WORK ORDER.

**1.13 PRIMARY SERVICES:** Those services considered by CITY to be fundamental to the successful management of the overall CITP as stated in the RFP, and in Attachment A of this Agreement.

**1.14 PROFESSIONAL SERVICES:** Those services provided by the PROGRAM MANAGER to lead and support the City in the execution and implementation of the City's Capital Improvement and Transportation Program (CITP), including, without limitation, all administrative, technical, and management activities undertaken as part of Primary Service or Specialty Services. May also be referred to herein as PROGRAM MANAGEMENT.

**1.15 PROGRAM:** The City's multi-year Capital Improvement and Transportation Program (CITP), generally prepared on an annual basis, that details the planned financial resources and implementation schedule and strategies for the City's capital projects over a five (5) to six (6) year period, consisting of both expenditures and purchases of capital goods and equipment and of the planning, design, and

construction of physical improvements and/or modifications to buildings, facilities, parks, streets, infrastructure and other capital assets of CITY.

**1.16 PROGRAM MANAGEMENT:** Professional Services provided by the PROGRAM MANAGER including, without limitation, all administrative, technical, and management activities associated with leading and/or supporting the City as determined by the Director in the execution and implementation of the City's Capital Improvement and Transportation Program (CITP).

**1.17 PROGRAM MANAGER:** HDR Engineering, Inc., a corporation of skilled and qualified capital improvement program managers, administrative, technical, and other support, and duly registered professional architects, landscape architects and/or engineers, which has entered into the Agreement to provide professional services to the CITY. As used throughout this Agreement, generally refers to the PROGRAM MANAGEMENT team including SUB-PROGRAM MANAGERS.

**1.18 PROJECT:** The construction, alteration and/or repair, and all services and incidentals thereto, of a City facility as contemplated and budgeted by the CITY. The PROJECT or PROJECTS shall be further defined in the SCOPE OF SERVICES and/or Work Order issued pursuant to this Agreement.

**1.19 PROJECT MANAGER:** An employee or representative of the CITY or PROGRAM MANAGER assigned to manage and monitor the Work of a particular PROJECT, including, without limitation, the planning, design and construction, as a direct representative of the CITY.

**1.20 RISK ADMINISTRATOR:** The City's Risk Management Administrator, or designee, or the individual named by the City Manager to administer matters relating to insurance and risk of loss for the City.

**1.21 SCOPE OF WORK:** A comprehensive description of the activities, tasks, design features, objectives, deliverables and milestones required for the completion of Project, Program Management, or an assignment with sufficient detail to allow a reasonably accurate estimation of resources necessary for its completion.

**1.22 SPECIALTY SERVICES:** sometimes referred to as Additional Services, shall mean those services which are not directly tied to the overall management of the CITP but to some unique, critical, and/or possibly large scale, element of the CITP that requires expertise that is unavailable from within the CITY's personnel resources. The assignment of Work as Specialty Services shall be made solely at the discretion of the City, by the Director, with the approval of the City Manager and/or the City Commission as applicable, and will be accomplished by a Work Order issued pursuant to this agreement. Compensation for any SPECIALTY SERVICES shall

be separately negotiated and may be lump sum, hourly rate-based or other method as deemed appropriate by the parties.

**1.23 SUB-PROGRAM MANAGER:** A person or organization of properly qualified registered professional architects, landscape architects, engineers, registered surveyor or mapper, and/or other professional specialty that has entered into a written agreement with the PROGRAM MANAGER to furnish specified professional services for a Project or Program Management task.

**1.24 SUPPLEMENTAL PROGRAM STAFF:** Staff of PROGRAM MANAGER and/or SUB-PROGRAM MANAGER assigned to the Program on a limited full-time or long term part-time basis and generally covered by the Hourly Rate portion of compensation under this Agreement, with the approval of the DIRECTOR. Individual tasks may be assigned to SUPPLEMENTAL PROGRAM STAFF for which Lump Sum Compensation may be negotiated.

**1.25 VERTICAL PROJECTS:** capital projects that generally consist of new construction, repair, renovation, and/or expansion of park and recreational facilities, community and day care centers, administrative offices and facilities, fire stations and support facilities, police facilities, stadiums, exhibition center(s), other performance venues, marinas, or any other projects identified by the Director.

**1.26 WAGE RATES:** The effective direct expense to PROGRAM MANAGER and/or SUB-PROGRAM MANAGER, on an hourly rate basis, for employees in the specified professions and job classifications assigned to provide services under this Agreement that justify and form the basis for compensatory professional fees regardless of actual manner of compensation.

**1.27 WORK ORDER:** A written document issued by the CITY to the PROGRAM MANAGER authorizing the performance of specific professional services for a defined Project(s), or Program Management assignment providing sufficient detail of the Scope of Work, including the identified tasks, deliverables, time for completion, and the amount of compensation authorized for such services.

**1.28 WORK:** also known as the Scope of Work, is the tasks and activities generally identified in the ANNUAL WORK PROGRAM or the task(s) and activities identified in a WORK ORDER

## **ARTICLE 2 GENERAL CONDITIONS**

### **2.01 TERM:**

The term of this Agreement shall be for one (1) year commencing on the effective date hereof. This specified term is intended for administrative and budget control purposes and is not to be considered or interpreted as a time limitation.

**2.02 OPTION TO EXTEND**

The CITY shall have the option to extend the term for five (5) additional period(s) of one (1) year each, subject to continued satisfactory performance of Program Manager as determined by the Director, and to the availability and appropriation of funds. City Commission authorization is required for extensions of this Agreement unless otherwise provided by amendment or legislation.

**2.03 SCOPE OF SERVICES**

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

**2.04 COMPENSATION****2.04-1 Compensation Limits**

The amount of compensation payable by the CITY to PROGRAM MANAGER shall generally be a lump sum or not to exceed fee, based on the rates and schedules established in **Attachment B** and specifically Schedule B-5 hereto, which by this reference is incorporated into this Agreement; provided, however, that in no event shall the amount of compensation exceed Five Million Seven Hundred Eighty One Thousand Dollars (\$5,781,000.00) for PRIMARY SERVICES and One Million Five Hundred and One Thousand Dollars (\$1,501,000.00) for SPECIALTY SERVICES in total over the initial term of the Agreement. Any increase in compensation above the limits set forth herein and any extension(s) shall require the approval of the City Commission and a written amendment to this Agreement, unless otherwise approved by action of the CITY COMMISSION.

**2.04-2 Payments**

Unless otherwise specifically provided in **Attachment B**, payment shall be made within thirty (30) days after receipt of an acceptable PROGRAM MANAGER invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should City require one to be performed. If PROGRAM MANAGER is entitled to reimbursement of travel expenses, then all bills for travel expenses shall be submitted following applicable provisions of Section 112.061, Florida Statutes.

**ARTICLE 3 PERFORMANCE****3.01 PERFORMANCE AND DELEGATION**

The services to be performed hereunder shall be performed by the PROGRAM MANAGER's own staff, unless otherwise provided in this Agreement, or approved by the CITY. Said approval shall not be construed as constituting an agreement between the CITY and said other person or firm.

**3.02 REMOVAL OF UNSATISFACTORY PERSONNEL**

DIRECTOR may make written request to PROGRAM MANAGER for the prompt removal and replacement of any personnel employed or retained by the PROGRAM MANAGER, or any Sub-PROGRAM MANAGERS or subcontractors for cause. The PROGRAM MANAGER shall respond to CITY within fourteen (14) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The CITY shall make the final determination as to the removal of unsatisfactory personnel from work assigned by CITY.

**3.03 PROGRAM MANAGER KEY STAFF**

The parties acknowledge that PROGRAM MANAGER was selected by CITY, in part, on the basis of qualifications of particular staff identified in PROGRAM MANAGER's response to CITY's solicitation, hereinafter referred to as "Key Staff". PROGRAM MANAGER shall ensure that Key Staff are available for Work hereunder as long as said Key Staff is in PROGRAM MANAGER's employ or under contract. PROGRAM MANAGER will obtain prior approval of DIRECTOR to change Key Staff, which approval may not be unreasonably withheld. PROGRAM MANAGER shall provide Director with such information as necessary to determine the suitability of proposed new Key Staff.

**3.04 TIME FOR PERFORMANCE**

The PROGRAM MANAGER agrees to start all Work hereunder upon receipt of a Notice to Proceed issued by the DIRECTOR and to complete each assignment, task or Phase within the time stipulated in the Notice to Proceed. The CITY's approval of an ANNUAL WORK PROGRAM as provided herein, or the issuance of a purchase order for an ANNUAL WORK PROGRAM or a WORK ORDER shall be considered a Notice to Proceed. Time is of the essence with respect to performance of this Agreement.

A mutually agreeable extension of the time for completion of various assignments, tasks or phases will be granted by the CITY should there be a delay on the part of the CITY in fulfilling its obligations under this Agreement as stated herein. Such extension of time shall not be cause for any claim by the PROGRAM MANAGER for extra compensation.

**ARTICLE 4 SUB-PROGRAM MANAGERS****4.01 GENERAL**

**4.01-1** A SUB-PROGRAM MANAGER is a person or organization of properly registered professional architects, landscape architects, engineers, registered surveyors or mapper, and/or other qualified professional with required expertise who has entered into a written

agreement with the PROGRAM MANAGER to furnish PRIMARY or SPECIALTY SERVICES under this Agreement. Particular SUB-PROGRAM MANAGERS were identified as part of the consulting team in the competitive selection process by which PROGRAM MANAGER was chosen to perform the services under this Agreement, and, subject to modifications resulting from the negotiation of this Agreement and to the approval of the CITY, are identified and listed in Schedule A1 attached hereto and incorporated by reference.

**4.01-2** A SPECIALTY SUB-PROGRAM MANAGER is a person or organization that has, with the consent of the DIRECTOR, entered into a written agreement with the PROGRAM MANAGER to furnish unique and/or specialized professional services necessary for a project or PROGRAM task described under SPECIALTY SERVICES. Such Specialty Sub-Program Manager may be in addition to those identified in Schedule A1 and are to be identified in the related WORK ORDER for said services.

#### **4.02 SUB-PROGRAM MANAGER RELATIONSHIPS**

**4.02-1** All services provided by the SUBPROGRAM MANAGERS shall be performed pursuant to appropriate written agreements between the PROGRAM MANAGER and the SUB-PROGRAM MANAGERS, which shall contain provisions that preserve and protect the rights of the CITY under this Agreement.

**4.02-2** Nothing contained in this Agreement shall create any contractual or business relationship between the CITY and the SUBPROGRAM MANAGERS. The PROGRAM MANAGER acknowledges that SUBPROGRAM MANAGERS are entirely under his direction, control, supervision, retention and/or discharge.

#### **4.03 CHANGES TO SUBPROGRAM MANAGERS**

The PROGRAM MANAGER shall not change, add or remove any SUB-PROGRAM MANAGER listed in Schedule A1 without prior written approval by the DIRECTOR, in response to a written request from the PROGRAM MANAGER stating the reasons for any proposed addition, removal and/or substitution. Such approval shall not be unreasonably withheld, conditioned, or delayed by the Director.

### **ARTICLE 5 DEFAULT**

#### **5.01 GENERAL**

If PROGRAM MANAGER fails to comply with any term or condition of this Agreement or of any other agreement it has with the CITY, or fails to perform any of its obligations hereunder, then PROGRAM

MANAGER shall be in default. Upon the occurrence of a default hereunder the CITY, in addition to all remedies available to it by law, may immediately, subject to §5.03 herein, upon written notice to PROGRAM MANAGER, terminate this Agreement whereupon all payments, advances, or other compensation paid by the CITY to PROGRAM MANAGER while PROGRAM MANAGER was in default shall be immediately returned to the City. PROGRAM MANAGER understands and agrees that termination of this Agreement under this section shall not release PROGRAM MANAGER from any obligation accruing prior to the effective date of termination.

In the event of termination due to default, in addition to the foregoing, PROGRAM MANAGER shall be liable to the City for all expenses incurred by the CITY in preparing and negotiating this Agreement, as well as all costs and expenses incurred by the CITY in the re-procurement of the Services. In the event of Default, CITY may also suspend or withhold reimbursements from PROGRAM MANAGER until such time as the actions giving rise to default have been cured. A termination for default that is subsequently determined to be in error shall be then automatically considered to be a termination for convenience in accordance with ARTICLE 6.

#### **5.02 CONDITIONS OF DEFAULT**

A finding of Default and subsequent termination for cause may include, without limitation, any of the following:

**5.02-1** PROGRAM MANAGER fails to obtain the insurance herein required.

**5.02-2** PROGRAM MANAGER fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the CITY, beyond the specified period allowed to cure such default.

**5.02-3** PROGRAM MANAGER fails to commence the WORK within the time provided or contemplated herein, or fails to complete the WORK in a timely manner as required by this Agreement and/or stated in an ANNUAL WORK PROGRAM or a WORK ORDER issued pursuant to this Agreement.

#### **5.03 TIME TO CURE DEFAULT; FORCE MAJEURE**

CITY shall provide written notice to PROGRAM MANAGER as to a finding of default, and PROGRAM MANAGER shall take all necessary action to cure said default within the time stipulated in such notice, after which time the CITY may terminate the Agreement. The CITY MANAGER may, in his sole discretion, grant one extension of time to perform any required cure if PROGRAM MANAGER provides written justification deemed reasonably sufficient by CITY MANAGER.

Should any such failure on the part of PROGRAM MANAGER be due to a condition of Force Majeure as that term is interpreted under Florida law, then CITY may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

## **ARTICLE 6 TERMINATION OF AGREEMENT**

### **6.01 CITY'S RIGHT TO TERMINATE**

The CITY has the right to terminate this Agreement for any reason or no reason, upon ten (10) days' written notice. Upon termination of this Agreement, all charts, sketches, studies, drawings, reports and other documents related to Work authorized under this Agreement, whether finished or not, must be turned over to the CITY. The PROGRAM MANAGER shall be paid in accordance with provisions OF Attachment B, provided that said documentation is turned over to CITYs within ten (10) business days of termination. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by PROGRAM MANAGER until all documentation is delivered to the CITY.

**6.01-1** This Agreement may be cancelled when, in the opinion of the City Commission, termination is necessary to protect the interests of public health, safety or general welfare.

**6.01-2** If CITY terminates for convenience when PROGRAM MANAGER is not in default, PROGRAM MANAGER shall have no recourse or remedy from such termination made by the CITY except to retain and/or receive, as applicable, the fees already disbursed or owing as compensation for the WORK that was performed in compliance with the Agreement prior to termination, as full and final settlement of any claim, action, demand, cost, charge or entitlement it may have, or will, have against the CITY, its officials or employees.

### **6.02 PROGRAM MANAGER'S RIGHT TO TERMINATE**

The PROGRAM MANAGER shall have the right to terminate this agreement, in writing, following breach by the City, if breach of contract has not been corrected within sixty (60) days from the date of the City's receipt of a statement from PROGRAM MANAGER specifying its breach of its duties under this agreement.

### **6.03 TERMINATION DUE TO UNDISCLOSED LOBBYIST OR AGENT**

PROGRAM MANAGER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the

PROGRAM MANAGER to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROGRAM MANAGER any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

For the breach or violation of this provision, the CITY shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

## **ARTICLE 7 DOCUMENTS AND RECORDS**

### **7.01 OWNERSHIP OF DOCUMENTS**

With the exception of previously existing proprietary items that are subject to licensing, all work products, including, without limitation, reports, forms, drawings and specifications, are considered instruments of service and shall become the property of the CITY regardless of whether the program, Project or activity for which they were made is contracted or constructed. The PROGRAM MANAGER shall be permitted to retain copies, including reproducible copies, of work products solely for information and reference in connection with the CITY's use.

### **7.02 DELIVERY UPON REQUEST OR CANCELLATION**

Failure of the PROGRAM MANAGER to promptly deliver all such work products to the Director within ten (10) days of cancellation, or within ten (10) days of request by the CITY, shall be just cause for the CITY to withhold payment of any fees due PROGRAM MANAGER until PROGRAM MANAGER delivers all such work products. PROGRAM MANAGER shall have no recourse from these requirements.

### **7.03 RE-USE BY CITY**

With the exception of previously existing proprietary items that are subject to licensing, all work products may be used by the CITY on other projects, or for completion or continuation of this program by others. Work products for which the City has secured licenses shall be used by CITY in accordance with the terms of the license granted.

Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the PROGRAM MANAGER's rights.

### **7.04 NONDISCLOSURE**

To the extent allowed by law, PROGRAM MANAGER agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's



prior written consent, or unless incident to the proper performance of the PROGRAM MANAGER's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by PROGRAM MANAGER hereunder, and PROGRAM MANAGER shall require all of its employees, agents, sub-PROGRAM MANAGERS and subcontractors to comply with the provisions of this paragraph.

#### **7.05 MAINTENANCE OF RECORDS**

PROGRAM MANAGER will keep adequate records and supporting documentation, which concern or reflect its services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept in accordance with statute. Otherwise, the records and documentation will be retained by PROGRAM MANAGER for a minimum of three (3) years from the date of termination of this Agreement or the date the Program is completed, whichever is later. CITY, or any duly authorized agents or representatives of CITY, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity shall be conducted only during normal business hours.

### **ARTICLE 8 INDEMNIFICATION**

The PROGRAM MANAGER shall hold harmless, indemnify and defend the CITY, at PROGRAM MANAGER's own cost and expense, CITY officials and employees harmless from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the PROGRAM MANAGER or the Sub-PROGRAM MANAGERS. The PROGRAM MANAGER shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all project related suits, in the name of the CITY when applicable, and shall pay all costs, including without limitation reasonable attorney's and appellate attorney's fees, and judgments which may issue thereon. The PROGRAM MANAGER'S obligation under this paragraph shall not be limited in any way by the agreed upon contract price, or the PROGRAM MANAGER'S limit of, or lack of, sufficient insurance protection and shall apply to the full extent that it is caused by the negligent act or omission, recklessness or intentional wrongful conduct of the PROGRAM MANAGERS, its agents, servants, or representatives. This article shall survive the termination or expiration of the Agreement.

### **ARTICLE 9 INSURANCE**

The PROGRAM MANAGER shall not start Work under this Agreement until the PROGRAM MANAGER has obtained all insurance required hereunder and the CITY's Risk Manager has approved such insurance.

#### **9.01 COMPANIES PROVIDING COVERAGE**

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Risk Administrator. All companies shall have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

#### **9.02 VERIFICATION OF INSURANCE COVERAGE**

The PROGRAM MANAGER shall furnish certificates of insurance to the Risk Administrator for review and approval prior to the execution of this Agreement. The Certificates shall clearly indicate that the PROGRAM MANAGER has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the PROGRAM MANAGER. PROGRAM MANAGER shall maintain coverage with equal or better rating as identified herein for the term of this contract. PROGRAM MANAGER shall provide written notice to the City's Department of Risk Management of any material change, cancellation and/or notice of non-renewal of the insurance within 30 days of the change. PROGRAM MANAGER shall furnish a copy of the insurance policy or policies upon request of the Risk Administrator.

PROGRAM MANAGER shall furnish copies of insurance policies pertaining to this Agreement to RISK ADMINISTRATOR within ten (10) days of written request.

#### **9.03 FORMS OF COVERAGE**

##### **9.03-1 Comprehensive General Liability and Automobile Liability**

Coverage shall have minimum limits of \$1,000,000 per Occurrence, Combined single Limit Bodily Injury Liability and Property Damage Liability. General Aggregated Limit shall have a minimum limit of \$2,000,000. This shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Broad Form Property Damage, XCU Coverage, and Contractual Liability. Automobile coverage including hired, borrowed or non-owned autos, limits of Liability, Bodily Injury, Damage Liability for any one accident \$1,000,000. The City of Miami shall be named

an additional insured on both of these coverages.

#### **9.03-2 Professional Liability Insurance**

The PROGRAM MANAGER shall maintain Professional Liability Insurance including Errors and Omissions coverage in the minimum amount of \$1,000,000 per claim, providing for all sums up to said limit which the PROGRAM MANAGER shall be legally obligated to pay as damages for claims arising out of the services performed by the PROGRAM MANAGER or any person employed by the PROGRAM MANAGER in connection with this Agreement. This insurance shall be maintained for at least one year after completion of the services hereunder.

#### **9.03-3 Worker's Compensation Insurance**

The PROGRAM MANAGER shall maintain Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440, as amended, and Employee's Liability with a minimum limit of \$500,000 each occurrence.

#### **9.03-4 Sub-Program Manager Compliance**

PROGRAM MANAGER shall ensure that all Sub-PROGRAM MANAGERS comply with the insurance requirements commensurate with their specific level of involvement or responsibility on the overall Program, as determined by Risk Management.

### **9.04 MODIFICATIONS TO COVERAGE**

The RISK ADMINISTRATOR or his/her authorized designee reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30) day written notice to the Program Manager in accordance with §10.06 herein. PROGRAM MANAGER shall comply with such requests unless the insurance coverage is not then readily available in the national market, and may request additional consideration from City accompanied by justification.

## **ARTICLE 10 MISCELLANEOUS**

### **10.01 AUDIT RIGHTS**

The CITY reserves the right to audit the PROGRAM MANAGER's accounts during the performance of this Agreement and for three (3) years after final payment under this Agreement. The PROGRAM MANAGER agrees to furnish copies of any records necessary, in the opinion of the Director, to approve any requests for payment by the PROGRAM MANAGER.

### **10.02 ENTIRE AGREEMENT**

This Agreement, as it may be amended from time to time, represents the entire and integrated agreement between the CITY and the PROGRAM MANAGER and supersedes all prior negotiations, representations

or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of any provision of this Agreement.

### **10.03 SUCCESSORS AND ASSIGNS**

The performance of this Agreement shall not be transferred, pledged, sold, delegated or assigned, in whole or in part, by the PROGRAM MANAGER without the written consent of the CITY, acting by and through its City Commission. It is understood that a sale of the majority of the stock or partnership shares of the PROGRAM MANAGER, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder requiring prior City approval.

The PROGRAM MANAGER's services are unique in nature and any transference without CITY COMMISSION approval shall be cause for the CITY to cancel this Agreement. The PROGRAM MANAGER shall have no recourse from such cancellation. The City may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the City Attorney as a condition precedent to considering approval of an assignment.

The PROGRAM MANAGER and the CITY each binds one another, their partners, successors, legal representatives and authorized assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

### **10.04 TRUTH-IN-NEGOTIATION CERTIFICATE**

For any Project or activity to be compensated under the Lump Sum method, the PROGRAM MANAGER shall certify that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of Notice to Proceed. The original PROGRAM MANAGEMENT fee and any addition thereto will be adjusted to exclude any significant sums by which the CITY determines the fee was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such price adjustments will be made within one (1) year following the end of the Project or activity.

### **10.05 APPLICABLE LAW AND VENUE OF LITIGATION**

This agreement shall be interpreted and construed in accordance with and governed by the laws of the

State of Florida. Any suit or action brought by any party, concerning this agreement, or arising out of this agreement, shall be brought in Miami-Dade County, Florida. Each party shall bear its own attorney's fees except in actions arising out of PROGRAM MANAGER's duties to indemnify the City under ARTICLE 8 where PROGRAM MANAGER shall pay the City's reasonable attorney's fees.

#### 10.06 NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by facsimile, courier or registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF MIAMI:  
City Manager  
City of Miami, City Hall  
3500 Pan American Drive  
Miami, FL 33133

#### AND

Director  
City of Miami, Department of Capital  
Improvements & Transportation  
444 S.W. 2<sup>nd</sup> Ave., - 8<sup>th</sup> Fl  
Miami, Florida 33130

With a copy to:  
City Attorney  
City of Miami  
444 S.W. 2<sup>nd</sup> Ave., Suite 945  
Miami, Fl. 33130-1910

FOR PROGRAM MANAGER:  
HDR Engineering, Inc.  
ATTN: Paul Bowdoin, PE, Senior Vice President  
2202 N. West Shore Blvd., Suite 250  
Tampa, FL 33607

#### 10.07 INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires.

Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

#### 10.08 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of the City AND PROGRAM MANAGER and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

#### 10.09 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

#### 10.10 MEDIATION - WAIVER OF JURY TRIAL

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the design and /or construction of the subject project(s), and/or following the completion of the projects(s), the parties to this Agreement agree all disputes between them shall be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified local mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of the mutually acceptable certified mediator on a 50/50 basis. The PROGRAM MANAGER agrees to include such similar contract provisions with all Sub-PROGRAM MANAGERS and/or independent contractors and/or PROGRAM MANAGERS retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation the parties voluntarily waive their right to jury trial in any action arising under this Agreement.

#### 10.11 TIME

Time is of the essence in this Agreement.

#### 10.12 COMPLIANCE WITH LAWS

PROGRAM MANAGER shall comply with all applicable laws, codes, ordinances, rules, regulations and resolutions including, without limitation, the Americans with Disabilities Act ("ADA"), as amended, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. The PROGRAM

MANAGER represents and warrants that there shall be no unlawful discrimination as provided by law in connection with the performance of this agreement.

**10.12-1 Non-Discrimination**

CITY warrants and represents that it does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with PROGRAM MANAGER's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. PROGRAM MANAGER 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.

**10.12-2 OSHA Compliance and Jobsite Safety**

The PROGRAM MANAGER warrants that it will comply with all safety precautions as required by federal, state or local laws, rules, regulations and ordinances. The CITY reserves the right to refuse PROGRAM MANAGER access to CITY property, including project jobsites, if PROGRAM MANAGER employees are not properly equipped with safety gear in accordance with OSHA regulations or if a continuing pattern of non-compliance with safety regulations is exhibited by PROGRAM MANAGER.

Jobsite safety is the sole responsibility of the Contractor.

**10.12-3 ADA Compliance**

PROGRAM MANAGER shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor or services funded by the City, including Titles I & II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines and standards. Additionally—the PROGRAM MANAGER shall take affirmative steps to insure nondiscrimination in employment of disabled persons.

**10.13 NO PARTNERSHIP**

PROGRAM MANAGER is an independent contractor. This Agreement does not create a joint venture, partnership or other business enterprise between the parties. The PROGRAM MANAGER has no authority to bind the City to any promise, debt, default, or undertaking of the PROGRAM MANAGER.

**10.14 DISCRETION OF DIRECTOR**

Any matter not expressly provided for herein dealing with the CITY or decisions of the CITY shall be within the exercise of the reasonable professional discretion of the DIRECTOR or the DIRECTOR'S authorized designee.

**10.15 RESOLUTION OF CONTRACT DISPUTES:**

PROGRAM MANAGER understands and agrees that all disputes between it 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 PROGRAM MANAGER being entitled to seek judicial relief in connection therewith. Should the amount of compensation hereunder exceed \$50,000, the City Manager's decision shall be approved or disapproved by the City Commission. PROGRAM MANAGER 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 applicable, 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, or a period of (90) days has expired where 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 instrument(s) signed by the City Manager.

**10.16 INDEPENDENT CONTRACTOR:**

PROGRAM MANAGER 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, the PROGRAM MANAGER 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. PROGRAM MANAGER further understands that Florida Workers' Compensation benefits available to employees of the City are not available to PROGRAM MANAGER, and agrees to provide workers' compensation insurance for any employee or agent of PROGRAM MANAGER rendering services to the City under this Agreement.

**10.17 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST

**PROGRAM MANAGER, HDR Engineering, Inc., a for profit Florida corporation**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name, Title*

\_\_\_\_\_  
*Print Name, Title of Authorized Officer or Official*

ATTEST:

(Corporate Seal)

PROGRAM MANAGER Secretary  
(Affirm PROGRAM MANAGER Seal, if available)

ATTEST:

**CITY OF MIAMI**, a municipal corporation of the State of Florida

\_\_\_\_\_  
Priscilla Thompson, City Clerk

\_\_\_\_\_  
Joe Arriola, City Manager

APPROVED AS TO INSURANCE REQUIREMENTS:

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

\_\_\_\_\_  
Dania Carrillo, Administrator  
Risk Management Department

\_\_\_\_\_  
Jorge L. Fernandez, City Attorney

**CERTIFICATE OF AUTHORITY**

(IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the corporation to execute agreements on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation.

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

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

Secretary: \_\_\_\_\_

Print: \_\_\_\_\_

**NOTARIZATION**

STATE OF \_\_\_\_\_)

) SS:

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who (did / did not) take an oath.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC  
STATE OF FLORIDA

\_\_\_\_\_  
PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC

# ATTACHMENT A - SCOPE OF WORK

## **ARTICLE A1 GENERAL**

Under the direction of the Department, PROGRAM MANAGER is to programmatically manage and functionally administer the overall capital and transportation improvement program of the CITY, consisting of, but not limited to, planned capital and transportation improvements, construction projects, and the purchase of capital goods and equipment. Additionally, the PROGRAM MANAGER is responsible for the specific management oversight of the production, the planning, design and procurement activities, and the construction of all vertical and horizontal construction projects.

It is the intent and purpose of the CITY that PROGRAM MANAGER shall provide the services hereunder as an extension of the Department's resources by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Agreement. The PROGRAM MANAGER shall minimize reliance on the Department's resources for assignments and activities provided under the agreement, as may be authorized by the Director.

PROGRAM MANAGER shall use its best effort at all times to cause the work to be performed in the most expeditious and economical manner using the highest industry standards consistent with the interests of the CITY.

### **A1.01 RANGE OF SERVICES**

**A1.01-1** PROGRAM MANAGER may be required to perform all or some of the services presented in this Agreement, depending on the needs of the CITY. The PROGRAM MANAGER shall furnish the services specifically authorized by this Agreement, which services may encompass one or more professional disciplines in addition to those held by the PROGRAM MANAGER.

**A1.01-2** Program Management services shall include, but are not limited to, research and preparation of reports, studies, coordination with community organizations, project management, production management, Construction Administration, cost estimating, value engineering, scheduling, GIS production/management, utility coordination, program management technology and information systems development and maintenance, document control and records management, and administrative, contractual, and financial program management for the City's

CITP. The Services may further include but are not limited to planning, programming, field investigations, observations, feasibility studies, and other activities that may be required to complete the Annual Work Program and approved Work Orders.

**A1.01-3** PROGRAM MANAGER will not be responsible to manage the purchase of capital goods and/or equipment, but shall assist with the fiscal monitoring of those capital projects and including them in the annual CITP.

**A1.01-4** The City, at its option, may elect to expand, reduce or delete the extent of work elements described in this scope of services, provided such action does not alter the intent of the agreement. The Department may request Consultant services on an as-needed basis. There is no guarantee that any or all of the services described in this document will be assigned during the term of this agreement.

### **A1.02 COOPERATIVE WORK**

The PROGRAM MANAGER will be responsible to work in cooperation with officials of the City, the Department, client departments and agencies, community and other stakeholders, and with consulting engineers and/or architects to administer the planning, design and construction of PROGRAM projects, and as well as overall program management

### **A1.03 NON-EXCLUSIVE RIGHT**

It is understood that the Work Order and Notice to Proceed will be issued under this Agreement at the sole discretion of the City Manager or Director and that the PROGRAM MANAGER has no expectation, entitlement, right to or privilege to receive a Work Order and Notice to Proceed for any project or task. The CITY reserves at all times the right to perform any and all Professional Services in-house, or with other private professional architects or engineers as provided by Section 287.055, Florida Statutes, as amended, (Program Managers' Competitive Negotiation Act) or to discontinue or withdraw any or all projects or tasks or to exercise every other choice allowed by law.

This Agreement does not confer on the PROGRAM MANAGER any particular, exclusive or special rights to any Work required by the CITY. Outside of this Agreement, the PROGRAM MANAGER may submit proposals and/or qualifications for any professional services which the

PROGRAM MANAGER is qualified to perform in response to any public solicitation issued by CITY.

#### **A1.04 PAYMENTS**

The CITY will pay the PROGRAM MANAGER a stipulated monthly amount for Primary Services and a separate amount for each Work Order issued, in accordance with provisions and limitations of Attachment B. No payment will be made for the PROGRAM MANAGER's time or services in connection with the preparation of any Work Order proposal or for any Work done outside of the ANNUAL WORK PROGRAM or in the absence of an executed Work Order, Notice to Proceed and Purchase Order, except those services provided within the initial ninety (90) days on the effective date of this Agreement.

### **ARTICLE A2 OVERVIEW OF PROGRAM MANAGEMENT SERVICES**

#### **A2.01 PRIMARY SERVICES**

The services include, but are not necessarily be limited to the following:

- Overall Administrative Program Management services for the capital and transportation improvement program
- **Production Management:** Programmatic management of capital project Production, that is, the feasibility and other pre-design studies, financial and other analyses, scheduling, planning, selection of construction and/or design delivery method, design, engineering.
- **Construction Program Administration** for projects undergoing construction, activities may include, without limitation, monitoring the overall construction schedule of the capital improvement program, coordinating schedules among projects, assisting with the selection of construction engineering observation firms and overseeing the work of same, assisting with community outreach, and providing regular construction-associated reports

#### **A2.02 SPECIALTY SERVICES**

Where DIRECTOR, in his/her sole discretion, identifies the need for services related to a unique, and possibly large scale, element, activity, sub-program or Project within the PROGRAM that is outside of the scope of PRIMARY SERVICES as defined herein, and such Services are unavailable from within the CITY's personnel resources, hereinafter SPECIALTY SERVICES, PROGRAM MANAGER shall provide a proposal, as further described in Article A6.02 for the performance of said services. Said proposal shall identify, in such detail as deemed appropriate by the Director, the nature of the proposed services, the extent of manpower and other resources required for such Specialty Services, and the individual(s), firm(s) and/or team that has qualifications and expertise in the field of the subject endeavor. The assignment of Work as SPECIALTY

SERVICES shall be made solely at the discretion of the City, by the Director, with the approval of the City Manager and/or the City Commission as applicable, and may be accomplished by a WORK ORDER issued pursuant to this agreement.

The award and execution of a WORK ORDER or Notice to Proceed for said SPECIALTY SERVICES shall be solely at the City's discretion and submittal of a proposal is no guarantee or assurance that the PROGRAM MANAGER will be authorized to perform the work as SPECIALTY SERVICES

Compensation for any SPECIALTY SERVICES shall be separately negotiated and may be lump sum, hourly rate-based or other method as deemed appropriate by the parties.

### **ARTICLE A3 PRIMARY SERVICES**

Those services considered by CITY to be absolutely fundamental to the successful management of the overall CITP shall be considered Primary Services and shall consist, generally of the following three comprehensive areas.

#### **A3.01 ADMINISTRATIVE PROGRAM MANAGEMENT**

The PROGRAM MANAGER, in its capacity as overall capital program administrator, will provide complete and comprehensive coordination and management, including, but not limited to, the following services and/or activities:

**A3.01-1 Program Implementation Strategies:** research and recommend the most effective methods to implement all aspects of the overall program.

**A3.01-2 Program Coordination:** Coordinate project design, procurement, contract negotiation and contract administration activities.

**A3.01-3 Contractual Method Alternatives:** Advise as to the most effective method(s) of contracting for the various aspects of the program and/or specific projects from among options available under the City Code and State Statute, such as conventional competitive procurement practices (RFP/RFQs including those governed by the Consultant Competitive Negotiations Act, Invitations to Bid, "Design-Build", or "Construction Manager-at-Risk"), or a combination of these; Job Order Contracting, direct purchase of materials and other potential delivery methods.

**A3.01-4 Program Logistics:** Develop comprehensive program work plans, schedules and budgets.

**A3.01-5 Information Systems:** Update and manage the existing computer application used for program management and fiscal monitoring program known as the Miami Program Control System, based on the Transportation Automated Control System originally developed for the City



of Jacksonville. Assist with the migration of data and program software to the new City's new ERP, and continue with information systems management after migration.

**A3.01-6 Fiscal Management Assistance:** Develop financial projections, monitor and track program funds, financing and cash flows. Assist with the development of program and materials and financial data for potential financing options, including investment bonds, which may be utilized to implement the program.

**A3.01-7 Reporting:** Furnish regular progress and status reports on the program at intervals determined by the Director.

**A3.01-8 Staffing:** Review and recommend efficiencies within DEPARTMENT and PROGRAM MANAGEMENT staffing and maintenance of staffing efficiencies within the PROGRAM MANAGEMENT Team.

**A3.01-9 Procedures & Process Improvements:** Assist with the development of procedures and procedure manuals for various program activities and processes. Develop or assist with the development of standard documents and/or forms utilized in the implementation of the program (such as legislation, procurement documents, uniform specifications, contract general conditions, individual project analyses, resident notices and newsletters). Assist with the development and implementation of a contractor and A/E Consultant performance review program.

**A3.01-10 Document Control & Records Management:** Develop or assist with the development of a document management system for the program; maintain documentation and correspondence relating to the program that is accessible and will be owned by the City.

**A3.01-11 Annual Capital Plan:** Assist with the preparation of the annual Capital and Transportation Improvement Plan.

**A3.01-12 Inter-Agency Coordination:** Assist with the overall coordination of the City's program with other governmental agencies, such as the Florida Department of Transportation (FDOT), Miami-Dade County Public Works and Water and Sewer Departments, utility companies, regulatory agencies and with private developers.

**A3.01-13 Annual Work Program:** Prepare estimated man-power requirements and estimates of resource costs for proposed services.

**A3.01-14 Staff & Business Development:** Assist with the development and implementation of other staff development programs, mentor department staff

**A3.01-15 ADA Compliance:** Provide regular and systematic reviews of all projects, during critical phases of project implementation (planning, design and construction) to assist in

compliance with the Americans with Disabilities Act.

**A3.01-16** Prepare official minutes for scope of services and other meetings for the Department's approval and dissemination.

## **A3.02 PRODUCTION MANAGEMENT SERVICES**

### **A3.02-1 General Project Administration and Fiscal Activities**

**A3.02-1(a) Cost Control:** Provide value engineering throughout project life cycles as requested, and verify constructability of plans & specifications.

**A3.02-1(b) Financial:** Prepare monthly cash draw projections, monitor monthly project expenditures. Review, monitor and advise the City regarding the disposition of payment requisitions from contractors and/or consultants. Assist with timely submission of payment requisitions to meet cash flow commitments, Monitor project funding, prepare financial projections as required.

**A3.02-1(c) Reporting:** Provide progress reports and status information on assigned project(s) to City designees at frequencies identified by Director or Designee.

**A3.02-1(d) Communication & Outreach:** Attend and address meetings with City officials, neighborhood groups, and private citizens concerning projects, respond to questions and concerns about the project at City Commission meetings, assist the City with public information, notifications and public meetings required in relation to assigned design construction projects.

**A3.02-1(e) Information Management, Document Control:** Maintain files of all documentation and correspondence relating to the program and specific projects in an orderly system which will be submitted to the City upon completion of the project. Maintain project data within the MCPS application or its successor program.

**A3.02-1(f) Legal & Other Services:** Should legal issues arise relating to a project, provide records, depositions and testimony about affected projects. Provide consulting services on other matters relating to the projects and/or program.

**A3.02-1(g) Project Scoping:** Assist with devising and/or confirming detailed project scopes with staff and client departments, commensurate with funding.

### **A3.02-2 Design & Production Activities**

**A3.02-2(a) Project Scoping:** Assist with devising and/or confirming detailed project scopes with staff and client departments, commensurate with funding. Verify the accuracy

of Architect's/Engineer's budget and design estimates against cash flow commitments. Program Manager shall consider prioritization and design alternates as contingency measures to verify that cash flow commitments are achieved.

**A3.02-2(b) Schedules & Budgets:** Develop work plans, schedules and budgets for the overall program and for assigned projects. Coordinate the design, preparation of construction documents, procurement/bidding and establishment of construction schedules with City staff.

**A3.02-2(c) Reviews:** Provide design and constructability reviews of plans and specifications at progress intervals. Such reviews shall not relieve the designer of record of liability associated with any errors or omissions in the plans and specifications, the responsibility of which shall remain solely with the designer of record.

**A3.02-2(d) ADA Compliance:** Review compliance with handicapped accessibility and maintain documentation/justification when full compliance cannot be achieved. Such review shall not relieve the designer of record of liability associated with any errors or omissions in the plans and specifications, the responsibility of which shall remain solely with the designer of record.

**A3.02-2(e) Permits & Approvals:** Facilitate and/or assist the City in obtaining all Federal, State and local permits or approvals (from agencies such as Miami-Dade Water and Sewer, DERM, Environmental, and Department of Health). Review such permits for consistency with CITY approved plans and for special requirements or conditions, if any. It is the responsibility of the designer of record to file for and obtain all permits.

**A3.02-2(f) Utility Coordination:** Facilitate comprehensive utility coordination to assist with conflict resolution and coordination among City, designer's of record, and various utility capital plans and owners.

**A3.02-2(g) Public Outreach:** Coordinate and assist in hosting of periodic meetings at frequencies determined by the Director or Designee with Program Managers to promote best practices by City and industry.

### **A3.02-3 Bids and Contracts**

**A3.02-3(a)** Prepare and/or assist with the preparation of solicitation documents such as RFPs, RFQs, and Invitations to Bid.

**A3.02-3(b)** Review and tabulate construction bids, proposals for architect/engineering services, and like documents.

**A3.02-3(c)** Review appropriateness of a/e consultant and contractor fee proposals with Department personnel as appropriate.

**A3.02-3(d)** Provide input and assist with the selection and evaluation of consultants, contractors, and other service providers.

**A3.02-3(e)** Assist with preparation of award documents, grant applications and contracts, and assist with the administration of grants.

**A3.02-3(f)** Manage and oversee the selection, monitoring and oversight of Job Order Contracts in use by the City; assist in the preparation, evaluation and award of new Job Order Contracts if deemed necessary by DIRECTOR.

**A3.02-3(g)** Seek to encourage the participation of minority, small and/or disadvantage businesses as well as unemployed City of Miami residents, and promote affirmative action policies.

**A3.02-3(h)** Participate and assist or coordinate negotiations with consultants and/or contractors regarding price proposals and/or adjustments in time for performance of services which may result in supplemental services.

### **A3.03 CONSTRUCTION ADMINISTRATION**

The City of Miami has contracted separately with various firms providing construction engineering and observation (CEO) services. The Program Manager will assist the City in the management of the CEO services, including the following tasks:

**A3.03-1** Provide administrative coordination between active construction projects in the same or adjacent areas.

**A3.03-2** Review and monitor traffic plans, and provisions to protect existing facilities during construction.

**A3.03-3** Visit the jobsites periodically and as needed to monitor construction progress.

**A3.03-4** Review and recommend approval of Requests for Change Orders.

**A3.03-5** Verify that contractors have filed safety and affirmative action policies. However, Program Manager shall not be responsible for jobsite safety or for contractors failure to comply with affirmative action and safety policies.

**A3.03-6** Administer construction contracts.

**A3.03-7** Oversee work of Construction Engineering Observation Program Managers.

**A3.03-8** Devise and implement initiatives and proactively assist contractors in methods intended to minimize potential claims and disturbances to public.

**A3.03-9** Coordinate special inspections including major trades, as requested by the DIRECTOR.

**A3.03-10** Review, monitor and recommend approval of payment requisitions from the contractor and other Program Managers.

**A3.03-11** Monitor monthly construction-related expenditures by the CITY.

**A3.03-12** Coordinate and assist in hosting of periodic meetings at frequencies determined by the Director or Designee with contractors to promote best practices by City and industry.

#### **ARTICLE A4 SPECIALTY SERVICES**

The specific scope of activities required as SPECIALTY SERVICES shall vary depending on nature of the specific endeavor, and may encompass any or all of the tasks described under PRIMARY SERVICES. The required tasks and/or activities shall be described in a proposal that shall form the basis for a WORK ORDER to be approved by the DIRECTOR, CITY MANAGER and/or CITY COMMISSION, as appropriate.

#### **ARTICLE A5 STAFFING**

The PROGRAM MANAGER will perform all services described in this Scope of Services by use of the CORE PROGRAM STAFF and/or the SUPPLEMENTAL (Hourly Rate) STAFF, as described below. The ANNUAL WORK PROGRAM shall delineate the total anticipated CORE and SUPPLEMENTAL STAFF levels. Individual WORK ORDERS shall likewise depict staff and/or activities as being offered on a lump sum, performance basis or hourly-rate, limiting amount basis. The DIRECTOR's input regarding staff and work assigned as CORE PROGRAM STAFF and SUPPLEMENTAL STAFF shall be duly considered by PROGRAM MANAGER in preparing the ANNUAL WORK PROGRAM or any individual WORK ORDER proposal and failure to adequately address such concerns regarding staff assignments may be cause for DIRECTOR's rejection of same.

All staff shall be duly qualified, trained and/or licensed to perform the Work assigned to them.

##### **A5.01 CORE PROGRAM STAFF**

As depicted in the ANNUAL WORK PROGRAM, a significant portion of the PRIMARY SERVICES shall be performed by PROGRAM MANAGER's staff assigned on a full-time basis and housed at the Miami Riverside Center. Such personnel shall be considered CORE PROGRAM STAFF, and shall be shown in the ANNUAL WORK PROGRAM and billed to the CITY on a Lump Sum Basis.

Any reduction in the Scope of Work assigned to the CORE PROGRAM STAFF should trigger a corresponding reduction in the Lump Sum Compensation, as provided in Article B3.01-3

##### **A5.02 SUPPLEMENTAL STAFF**

The work assignments performed by these staff will be requested by the CITY and/or the PROGRAM MANAGER for individual or short term tasks, or for long-term and continuing service tasks, associated with any element of the Scope of Services. The level of effort anticipated for these staff members and their assignments will be analyzed by the DIRECTOR and/or his/her designee on an as needed basis, and the progress will be measured through the Progress Reporting to accompany the monthly invoicing.

##### **A5.03 SPECIALTY STAFF**

Staff assigned via WORK ORDER to a given scope of Work shall be duly qualified and experienced in fields directly related to the SPECIALTY SERVICES. Individual WORK ORDERS shall depict staff and/or activities as being offered on a lump sum, performance basis or hourly-rate, limiting amount basis.

##### **A5.04 STAFFING CHANGES**

If additional staff is warranted in the opinion of the PROGRAM MANAGER due to workload issues, a written request will be made by PROGRAM MANAGER to the DIRECTOR whose written approval is required as described below.

###### **A5.04-1 Changes due to Absence or Termination:**

If there are changes in the staff depicted in the ANNUAL WORK PROGRAM or an authorized WORK ORDER, particularly in CORE PROGRAM STAFF, due to voluntary or involuntary termination, that position will be replaced within five (5) business days of the date of separation, or as requested by the DIRECTOR. Should an individual staff, particularly within the CORE PROGRAM STAFF, be absent for more than 15 consecutive business days due to vacation, illness or other matter, PROGRAM MANAGER shall provide a qualified replacement that is acceptable to the DIRECTOR. DIRECTOR, in his/her sole discretion, may additionally request qualified replacement staff due to absences of less than 15 business days if warranted by the nature of the work handled by that staff. Such changes shall be noted and approved in writing.

###### **A5.04-2 Changes due to Work Requirements:**

DIRECTOR's approval shall be in writing for additional or replacement CORE STAFF and for additional SUPPLEMENTAL STAFF estimated to work in excess of 20 hours per month in total. In such cases, PROGRAM MANAGER shall provide a written proposal to DIRECTOR detailing anticipated man-hour and related requirements for the task or activity to be

assigned to additional SUPPLEMENTAL STAFF. Where SUPPLEMENTAL STAFF are required on an ad hoc, non-repetitive basis for 20 hours per month or less in total, the DIRECTOR's approval may be designated by his/her approval of the invoice that contains and specifically identifies such additional staff. Such addition of STAFF shall be duly noted in the Monthly Invoice and Progress Report. PROGRAM MANAGER shall bear the cost of any additional staff not approved by DIRECTOR.

**A5.04-3** Electronic mail requests or proposals and authorizations are acceptable.

## **ARTICLE A6 ASSIGNMENT OF WORK**

It is the intent and purpose of the CITY that PROGRAM MANAGER shall provide the Primary Services hereunder as an extension of the Department's resources as may be authorized by the DIRECTOR. It is envisioned that areas of responsibilities and specified tasks will be assigned by the DIRECTOR as part of his/her approval of an ANNUAL WORK PROGRAM as prescribed below, consisting of the total anticipated CORE Program and SUPPLEMENTAL Staff levels as part of a separately scoped and negotiated Work Order for Specialty Services, as part of routine management meetings, and on an as needed basis throughout the term of the Agreement.

### **A6.01 ANNUAL WORK PROGRAM**

An ANNUAL WORK PROGRAM, consisting of the total anticipated CORE PROGRAM STAFF and SUPPLEMENTAL STAFF levels, shall be prepared and provided to the Director at least annually, or at the frequency requested by the DIRECTOR. The Annual Work Program shall cover all PRIMARY SERVICES as well as estimates for known SPECIALTY SERVICES.

The ANNUAL WORK PROGRAM shall identify and estimate the level of both CORE and SUPPLEMENTAL STAFF to be provided for the up-coming program year. However, PROGRAM MANAGER may augment staff with additional personnel as needed throughout the year to accomplish the assigned work, subject to the approval of the DIRECTOR as provided in Section A5.04.

At least sixty (60) days prior to the anniversary date of this Agreement, PROGRAM MANAGER shall prepare a comprehensive report of accomplishments, and proposed goals, strategies, tasks and activities to be undertaken for the following year under this Agreement, along with a detailed analysis of personnel, other resources and compensation required to accomplish same for the up-coming period. Such ANNUAL WORK PROGRAM shall be consistent with the financial and programmatic

objectives of the CIP. The DIRECTOR shall critically review the proposed ANNUAL WORK PROGRAM, with input from CITY staff or others, and direct such modifications as he/she deems appropriate in his/her sole discretion. When the ANNUAL WORK PROGRAM is deemed acceptable to DIRECTOR, he/she will notify PROGRAM MANAGER in writing of its approval for implementation for the following program year.

The DIRECTOR's approval of the ANNUAL WORK PROGRAM may be subject to the additional authorization of the City Manager and/or the City Commission depending on the extent of variation, if any, from the Summary of Compensation depicted in Schedule B5.

### **A6.02 WORK ORDERS FOR SPECIALTY SERVICES**

When a specific task above and beyond the scope of PRIMARY SERVICES assigned to the CORE PROGRAM STAFF and the SUPPLEMENTAL STAFF as provided in the ANNUAL WORK PROGRAM, the DIRECTOR or his/her authorized designee, will request, in writing where practicable, a proposal from the PROGRAM MANAGER for SPECIALTY SERVICES based on a proposed scope of work. The PROGRAM MANAGER and Director, and others if appropriate, may have preliminary meetings, if warranted, to further define the Scope of Work and to resolve any questions regarding the proposed Project. The PROGRAM MANAGER shall then prepare a written "Work Order Proposal" for the required SPECIALTY SERVICES generally following the guidelines attached hereto as ~~Schedule A3~~, indicating the proposed scope of services, time of performance, proposed fees, Subconsultants if warranted, deliverable items and/or documents, and funding and/or estimated construction cost, if provided by CITY. The Work Order Proposal shall depict detailed staffing commitments for the proposed SPECIALTY SERVICES and the method of compensation, either Lump Sum or Hourly Rate/Limiting Amount.

When consensus is reached, the PROGRAM MANAGER shall prepare a revised and final Work Order Proposal which will be attached and incorporated to the WORK ORDER authorized by the DIRECTOR. The WORK ORDER shall first be executed by the PROGRAM MANAGER as "Accepted and Approved." The Work Order is then approved by the DIRECTOR, City Manager, and/or City Commission, in accordance with provisions of the City Code. When the WORK ORDER is fully executed, written "Notice to Proceed" will be issued by the DIRECTOR and/or his/her designated designee.

## SCHEDULE A1. – PROGRAM MANAGEMENT TEAM PRIME PROGRAM AND SUB-PROGRAM MANAGERS

The following table summarizes the roles for all members of the Program Management Team anticipated to work on the Professional Program Management Services Agreement for the City of Miami.

	FIRM	MAJOR ROLE
<b>PRIMARY SERVICES</b>	HDR Engineering, Inc.	Prime Program Manager, Program Management, including Administration, Production, Construction, and Financial/Accounting
	URS Construction Services, Inc.	Project Management for miscellaneous vertical projects (Production and Construction)
	ADA Engineering, Inc.	Miscellaneous Construction and Production Management Support
	Gordian Group	Construction Project Management for Job Order Contractor Projects
	Project Information Services	Program Controls, program data information management
	CMTS	Miscellaneous Construction and Production Management Support
	JRA Consulting, Inc.	Utility Coordination
	Larry Schneider	ADA Compliance Support
<b>SPECIALTY SERVICES – Work Order No. 1</b>	HDR Engineering, Inc.	Program Manager, Program Management, including Administration, Production, Construction, and Financial/Accounting
	LTK, Inc.	Streetcar Systems and Technology support
	Nick Serianni & Jeffrey Parker	Transportation Program Funding
	Holland and Knight	FTA Coordination and Support
	Planning Innovations, Inc.	FTA Coordination and Support

## SCHEDULE A2. – KEY STAFF

The following table summarizes the roles for Key Staff Members anticipated to work on the Professional Program Management Services contract for the City of Miami.

STAFF MEMBER	POSITION DESCRIPTION/ROLE
Will Suero, PE, VP	Senior Program Manager-Contract Manager/Client coordination and Quality Assurance, as well as contract management.
Neal Poteet, GC, VP	Senior Program Manager/Day to day Program Manager and City of Miami point of contact. Supervise and Direct full Program Management team
Roger Hatton, GC, PE	Program Manager/Program technical director
Melanie Whitaker	Senior Administrative Assistant/Senior Administrative Support, Document Control Support
Thais Baptista	Program Controls Manager/Scheduling, Financial, Programming, Report generation
Collin Worth	GIS Technician/GIS data input, reporting, map creation, and miscellaneous program controls support
Edwige De Crumpe	Project Accounting/Financial and Contractual tracking and reporting, as well as EEO compliance monitoring
Ed Herald	Program Manager/Full Program Construction Program Management
Lionel Zapata	Project Manager/Day to day project manager for construction projects
Jim Brittain, PE	Project Manager/Day to day project manager for construction projects
Alvaro Alonso, PE	Senior Project Manager/Day to day project manager for construction projects
Tony Sabbag, GC	Production Manager/Full Program Production Program Management
Kevin Brown, PE	Project Manager/Day to day project manager for construction projects
Cary Sanchez Rea, AIA	Senior Project Manager/Day to day project manager for construction projects
Natalie Hossein	Project Manager/Day to day project manager for construction projects
Chris Miranda	Senior Project Manager/JOC Construction Program
Tim Malagon	Senior Program Controls Manager/Responsible for development of Program Controls System



**City of Miami, Florida – Department Of Capital Improvements & Transportation  
WORK ORDER FOR PROFESSIONAL SERVICES**

<b>CONTRACT</b>	<b>CITY CONTINUING SERVICE CONTRACT FOR</b> Must Choose a Discipline				
	<b>Contract Effective Dates:</b> START      END:		Contract Number		Maximum Compensation \$
	Contract Authorization: <input type="checkbox"/> Resolution <input type="checkbox"/> City Code Section 18-87(m)      Number				
	<b>CITY WORK ORDER NUMBER</b>		Prior Work Orders Issued	Number	Value
	<b>WORK ORDER EFFECTIVE DATE</b>			<b>REQUIRED COMPLETION DATE</b>	
<b>CONSULTANT</b>	<b>CONSULTANT FIRM</b>				
	OFFICE LOCATION				
	CITY		STATE	ZIP	
	CONTACT NAME		TITLE		
<b>PROPOSAL</b>	<b>PROJECT NAME</b>		Project Number	Client Dept	
	BRIEF SCOPE OF WORK <i>As further detailed in attached Consultant Work Order Proposal</i>				
	Consultant Proposal Date		Consultant Project Manager		
<b>COMPENSATION SUMMARY</b>	<b>MAJOR TASKS / WORK PHASES</b>	<b>DELIVERABLE</b>	<b>DUE</b>	<b>FEE</b>	<b>FEE BASIS</b>
				\$	Lump Sum, Not to Exceed Fee
				\$	Lump Sum, Not to Exceed Fee
				\$	Lump Sum, Not to Exceed Fee
				\$	Lump Sum, Not to Exceed Fee
				\$	Lump Sum, Not to Exceed Fee
				\$	Lump Sum, Not to Exceed Fee
				\$	Lump Sum, Not to Exceed Fee
	All Professional CONSULTANT FEES			\$	SUBTOTAL
	Allowance For Reimbursable Expenses			\$	Direct Expense
	Allowance For Additional Services (if any)			\$	
	<b>TOTAL MAXIMUM AMOUNT</b>				\$
<b>FUNDING AND INCORPORATED DOCUMENTS</b>	<b>OTHER NOTES</b>				
	Estimated Construction Cost    \$				
	FUNDING SOURCE(S)		\$		\$
			\$		\$
	<i>This Work Order shall be performed in accordance with the above-referenced Contract, and incorporates by reference all documents described below:</i>				
<b>1. Contract referenced above      2. Proposal referenced above      3. Requirements of City Authorization      4. Other (list)</b>					
<b>APPROVALS</b>		Name	Signature	Title	Date
	Prepared By			City Project Manager	
	Approved By			Team Leader Horizontal projects	
	Approved By	Dianne E. Johnson		Government Affairs and Contracts Administrator	
	Approved By	Mary H. Conway		CIP Director	
Accepted By Consultant					

**Note: Deviations from this Work Order & WO Proposal Form require written approval of the Director and written approval of the City Attorney as to legal form.**

## CONSULTANT WORK ORDER PROPOSAL

Dear Director

proposes to provide the services identified below for the project entitled " ", pursuant to its Professional Service Agreement with the City of Miami for Transportation Consulting services, dated .

### I. GENERAL

### II. SCOPE OF WORK

*Detailed description in outline and narrative form of each activity to be undertaken to accomplish Task 1. Example:*

- A. Task 1 – Pre-Design Services & Testing
  - 1. Survey <detailed description of each activity>
  - 2. Materials Testing <detailed description of each activity>
- B. Task 2 – Design Services
  - 1. Design Development <detailed description of each activity>
  - 2. Construction Documents <detailed description of each activity>
- C. TASK x  
*Repeat as above for each major task area, sub-task and or activity*

### III. SUBCONSULTANTS

The below listed Sub-Consultants will assist in the performance of the Work.

SubConsultant Name	Specialty or Expertise

### IV. SCHEDULE OF WORK – TIME OF PERFORMANCE

*May be a narrative or table specifically identifying tasks, sub-tasks and/or activities, the duration for completion & projected completion from date of written notice to proceed. Should include a listing of deliverables.*

*Example:*

Consultant shall submit the Deliverables and perform the Work as depicted in the tables below

SCHEDULE OF DELIVERABLES		
Sheet or ID Number	Drawing Name or Deliverable	Total Hours Or Anticipated Delivery Date

SCHEDULE OF WORK



<b>Task or Activity ID #</b>	<b>Task Name and/or Activity Description</b>	<b>Duration (specify weeks, calendar or working days)</b>	<b>Projected Start Date</b>	<b>Projected Finish Date*</b>

\* The above schedule assumes a Written Notice to Proceed will be issued by City on \_\_\_\_\_, 200\_\_.

**V. COMPENSATION**

Consultant shall perform the Work detailed in this Proposal for a Lump Sum, Not to Exceed fee of \_\_\_\_\_ dollars and \_\_\_\_\_ cents ( \_\_\_\_\_ ). The City shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount. Said fee includes an allowance for Reimbursable Expenses required in connection with the Work, which shall be established in an amount not to exceed \_\_\_\_\_. Said Reimbursable Expenses shall be utilized in accordance with the Agreement Provisions and shall conform to the limitations of Florida Statutes § 112.061.

<b>SUMMARY OF COMPENSATION</b>			
<b>Task or Activity ID #</b>	<b>Major Task Name and/or Activity Description</b>	<b>Fee Amount</b>	<b>Fee Basis</b>
1.1			Lump Sum, Not to Exceed
1.2			
1.3			
2			
...	<i>Subtotal – Professional Fees</i>		
	<i>Allowance for Contingencies</i>		
	<i>Allowance for Reimbursable Expenses</i>		
	<b>TOTAL</b>		

**VI. PROJECT MANAGER**

CONSULTANT'S Project Manager for this Work Order assignment will be

Submitted by: \_\_\_\_\_

Prepared by: \_\_\_\_\_

**ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT**

Consultant Name: Enter name of prime or subcontractant  
 Consultant No.: enter consultants proj. number  
 Date: 8/17/2004  
 Estimator: insert name

Name of Project: \_\_\_\_\_  
 Project B#: \_\_\_\_\_

Description: \_\_\_\_\_

**STAFF CLASSIFICATION**

Work Activity	Job Classification: Staff		Position 1		Position 2		Position 3		Position 4		Position 5		Position 6		Position 7		Position 8		Staff Hours	Salary	Average Rate Per	Task				
	Applicable Rate	Man hours	Cost/Activity	Rate: \$0.00	Man hours	Cost/Activity	Rate: \$0.00	Man hours	Cost/Activity	Rate: \$0.00	Man hours	Cost/Activity	Rate: \$0.00	Man hours	Cost/Activity	Rate: \$0.00	Man hours	Cost/Activity					Classification	By	Cost By	Activity
1		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
2		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
3		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
4		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
5		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
6		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
7		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
8		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
9		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
10		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
11		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
12		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
13		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
14		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
15		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
16		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
17		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
18		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
19		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
20		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
21		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
22		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
23		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
24		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
25		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
26		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
27		0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	#DIV/0!				
<b>Total Staff Hours</b>		0		0		0		0		0		0		0		0		0		0		0				
<b>Total Staff Cost</b>		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00				
<b>Total % of Work by Classification</b>		#####		#####		#####		#####		#####		#####		#####		#####		#####		#####		#####				

Check = \$0.00  
 Check = \$0.00

NEGOTIATED FEE  
 ADJUSTED FEE (INCLUDING 2.9 MULTIPLIER)

**SUBTOTAL ESTIMATED FEE:**  
 Subconsultant: Enter Name Sub 1 \$0.00  
 Subconsultant: Sub 2 \$0.00  
 Subconsultant: Sub 3 \$0.00  
 Subconsultant: Sub 4 \$0.00  
 Subconsultant: Sub 5 \$0.00  
 Subconsultant: Sub 6 \$0.00  
**SUBTOTAL ESTIMATED FEE:** \$0.00  
 Geotechnical Field and Lab Testing \$0.00  
 Survey Fee \$0.00  
**SUBTOTAL ESTIMATED FEE:** \$0.00  
 Additional Services (Allowance) \$0.00  
 Reimbursables (Allowance) \$0.00  
**GRAND TOTAL ESTIMATED FEE:** \$0.00

Notes:  
 1. This sheet is to be used by Prime Consultant to calculate the Grand Total Fee.  
 2. Manually enter fee from each subcontractant. Unused subcontractant rows may be hidden  
 3. The basis for work activity descriptions shall be the FICE/FDOT Standard Scope and Staff Hour Estimation Handbook.

Survey Field Days for Subconsultant  
 3 - Person Crew 0  
 4 - Person Crew 0  
 Survey (3 man crew) 0.00 3-man crew days @ \$ - / day \$0.00  
 Survey (4 man crew) 0.00 4-man crew days @ \$ - / day \$0.00

Form Revised 8/2004

# ATTACHMENT B - COMPENSATION AND PAYMENTS

## **ARTICLE B1 MANNER of COMPENSATION**

The fees for Professional Services for each Work Order shall be determined by one of the following methods or a combination thereof, at the option of the Director or designee, with the consent of the PROGRAM MANAGER.

- a) A Lump Sum (See Section B3.01).
- b) An Hourly Rate, as defined in Section B3.02 and at the rates set forth in Schedule B1

### **B1.01 COMPENSATION LIMITS**

The aggregate sum of all payments for fees and costs, including reimbursable expenses, to the PROGRAM MANAGER payable by the CITY under this Agreement shall be limited to the amount specified in Section 2.04-1 and as shown in Schedule B5 as the maximum compensation limit for cumulative expenditures under this Agreement. Under no circumstances will the CITY have any liability for work performed, or as otherwise may be alleged or claimed by PROGRAM MANAGER, beyond the cumulative amount provided herein, except where specifically approved in accordance with the City Code by the City Manager or City Commission as applicable as an increase to the Agreement and put into effect via an Amendment to this Agreement.

For employees included as CORE PROGRAM STAFF, at no time should the billing be exceeded by or reduced from 1,897 hours per annum per employee. The 1,897 hours per annum includes any additional overtime, time required to complete the originally scoped tasks, vacation, personal time or sick time.

### **B1.02 PROGRAM MANAGER NOT TO EXCEED**

Absent an amendment to the Agreement, with corresponding approval to amend an ANNUAL WORK PROGRAM or to amend any specific WORK ORDER, the maximum dollar amounts stated for compensation shall not be exceeded without written approval by the CITY MANAGER. In the event compensation is exceeded without the City Manager's written approval, the CITY shall have no liability or responsibility for paying any amount of such excess, which will be at PROGRAM MANAGER's own cost and expense.

## **ARTICLE B2 WAGE RATES**

### **B2.01 FEE BASIS**

All fees and compensation payable under this Agreement shall be based on the maximum wage

rates shown in Schedule B1, as adjusted for overhead, FCCM, and operating margin, where applicable, plus any and all reimbursable expenses that have been received and approved by the DIRECTOR in the manner prescribed herein. The maximum Wage Rates are summarized in Schedule B1 incorporated by reference. Said Wage Rates are the maximum effective direct hourly rates, as approved by the CITY, for PROGRAM MANAGER and SUB-PROGRAM MANAGER employees in the specified professions and job classifications that are to be utilized to provide the services under this Agreement, regardless of manner of compensation.

### **B2.02 EMPLOYEES AND JOB CLASSIFICATIONS**

Schedule B1 identifies the professions and/or job classifications expected to be used during the term of this Agreement. These include, without limitation, program managers, controls managers, accountants, project managers, transportation and transit planners, utility coordinators, technicians, architects, engineers, landscape architects, professional interns, designers, project managers, GIS and environmental specialists, specification writers, estimators, schedulers, clerical/administrative support, and others engaged in the Work. In determining compensation for a given Scope of Work, the City reserves the right to recommend the use of PROGRAM MANAGER employees at particular Wage Rate levels.

### **B2.03 CALCULATION**

Said Wage Rates are to be utilized by PROGRAM MANAGER in calculating compensation payable under the ANNUAL WORK PROGRAM for specific assignments and WORK ORDERS as may be requested by City. PROGRAM MANAGER shall identify job classifications, available staff and projected man-hours required for the proper completion of tasks and/or groups of tasks, milestones and deliverables identified under the Scope of Work. Whatever adjustment factors have been approved by CITY in this Agreement are depicted in Schedule B2 and shall be applied to the raw Wage Rates to determine the Adjusted Wage Rates.

### **B2.04 EMPLOYEE BENEFITS AND OVERHEAD**

Regardless of the method of compensation elected for work assigned hereunder, compensation paid by CITY shall cover all PROGRAM MANAGER'S labor costs including, without limitation, overhead costs applied in accordance with the most recently available Federal Accounting Regulations, Florida Department of Transportation Audited Field and Office Rates, and other applicable overhead costs.

Failure to comply with this section shall be cause for cancellation of this Agreement.

## **B2.05 ESCALATION**

### **B2.05-1 Wage Rates**

Values depicted in Schedule B-1 will be allowed annual escalation effective with the annual anniversary of the contract execution date. The maximum increase in any annual adjustment shall be limited to three percent (3%) per year

### **B2.05-2 Adjustment Factors**

Where an Independent Auditor's Report is used to calculate overhead and other adjustment factors as depicted in Schedule B2, the Lump Sum and Hourly Rate Fees estimated per year will be adjusted annually utilizing the most recent updated adjustment factors for successive years, effective on the anniversary of the execution of the contract.

## **ARTICLE B3 COMPUTATION OF FEES AND COMPENSATION**

The CITY agrees to pay the PROGRAM MANAGER, and the PROGRAM MANAGER agrees to accept for services rendered pursuant to this Agreement, fees computed by one or a combination of the methods outlined above, as applicable, in the following manner:

It is understood that with Lump Sum Fixed Fee Compensation, the PROGRAM MANAGER shall perform all services for total compensation in the amount stated above. Under a Limiting Amount compensation, the PROGRAM MANAGER is to perform all services that may comprise "Basic Services" but may not be required by CITY to perform all other services delineated in the assignment. In either case, The City shall have no obligation or liability to pay any fee, expenditure, charge or cost beyond the Lump Sum or Limiting Amount compensation amount stipulated.

### **B3.01 LUMP SUM**

Compensation for a Scope of Work shall generally be a Lump Sum, a Fixed Fee as deemed appropriate by the CITY, to be mutually agreed upon in writing by the CITY and the PROGRAM MANAGER and stated in a Work Order. Lump Sum compensation is the preferred method of compensation. For any task or activity to be assigned to PROGRAM MANAGER, whether PRIMARY or SPECIALTY SERVICES, the preferred method of compensation is Lump Sum.

**B3.01-1 Lump Sum Fixed Fee:** shall be the total amount of compensation where aspects of Work are clearly defined, quantified and calculated.

**B3.01-2 Payment Basis:** Where a Lump Sum Fixed Fee is agreed upon as the method of compensation for a project, assignment, task or activity, payments to the PROGRAM MANAGER shall be based on a percentage work completed.

**B3.01-3 Modifications to Lump Sum:** If the CITY authorizes a substantial or material change in the Scope of Work or level of staffing, the Lump Sum Compensation for that portion of the work may be equitably and proportionately adjusted by mutual consent of the DIRECTOR and PROGRAM MANAGER, which may be put into effect by an amendment to the ANNUAL WORK PROGRAM or Work Order, subject to such additional approvals as may be required by legislation or ordinance.

**B3.01-4** Lump Sum compensation shall be calculated by PROGRAM MANAGER utilizing the Wage Rates established herein including overhead, Facilities Capital Cost of Money (FCCM), operating margin, and reimbursable expenses as attached in Schedule B-2.. Prior to issuing a WORK ORDER, the CITY may require PROGRAM MANAGER to verify or justify its requested Lump Sum compensation. Such verification shall present sufficient information as depicted in Schedule A3.

### **B3.02 HOURLY RATE FEES**

**B3.02-1** Hourly Rate Fees shall be those rates for PROGRAM MANAGER and SUB-PROGRAM MANAGER employee classifications generally identified in Schedule B1 Wage Rates. Total fees calculated using an Hourly Rate will include a maximum not to exceed figure, inclusive of all costs expressed in the contract documents, including but not limited to overhead, operating margin, FCCM, and reimbursable expenses. The City shall have no liability for any fee, cost or expense above this figure.

### **B3.02-2 Conditions for Use**

Hourly Rate Fees shall be used only in those instances where it the parties agree that it is not possible to determine, define, quantify and/or calculate the complete nature, and/or aspects, tasks, man-hours, or milestones for a particular Project or portion thereof at the time of the ANNUAL WORK PROGRAM or Work Order issuance. Hourly Rate Fees may be utilized for SPECIALTY SERVICES that are similarly indeterminate. In either case, the CITY will establish an Allowance in the ANNUAL WORK PROGRAM or WORK ORDER that shall serve as a Not to Exceed Fee for the Work to be performed on an Hourly Rate Basis.

### **B3.02-3 Overtime**

Program Manager shall identify justification for use of overtime and, upon advance approval of DIRECTOR, may authorize the use of overtime, subject to the following limitations: overtime may

only be used for SUPPLEMENTAL STAFF, and such SUPPLEMENTAL STAFF shall not be exempt employees as defined under the Federal Fair Labor Standards Act. Further, overtime compensation shall not exceed one and one half (1-1/2) times the employee's regular hourly rate, as provided in Schedule B1. The regular repeated use of overtime is not encouraged and may be denied by DIRECTOR.

### **B3.03 SUB-PROGRAM MANAGER FEES**

PROGRAM MANAGER is responsible to directly pay all Sub-Program Managers performing Work under this Agreement in the amounts formulated in the ANNUAL WORK PROGRAM, in a WORK ORDER, or as may be otherwise approved, in writing, by DIRECTOR. The PROGRAM MANAGER is not entitled to a mark-up of any kind on compensation paid to Sub-Program Managers on behalf of CITY.

### **B3.04 FEES FOR SPECIALTY SERVICES**

The PROGRAM MANAGER may be authorized to perform SPECIALTY SERVICES for which additional compensation and/or Reimbursable Expenses, as provided in this Agreement may be applicable.

#### **B3.04-1 Determination Of Fee**

The compensation for such services will be one of the methods described herein: mutually agreed upon Lump Sum; or Hourly Rate with a Not to Exceed Limit.

#### **B3.04-2 Procedure and Compliance**

An independent and detailed Notice to Proceed, and a WORK ORDER or an Amendment to an existing WORK ORDER, shall be required to be issued and signed by the Director for each SPECIALTY SERVICE requested by the City. The Notice to Proceed will specify the fee for such service and method of compensation, which shall not be exceeded, and shall comply with the City of Miami regulations, including the Purchasing Ordinance, the Consultants Competitive Negotiation Act, and other applicable laws.

### **B3.05 FEES RESULTING FROM PROJECT SUSPENSION**

If a Program is suspended for the convenience of the CITY for more than three months or terminated without any cause in whole or in part, the PROGRAM MANAGER shall be paid for services duly authorized and performed prior to such suspension or termination, together with the cost of authorized reimbursable expenses then due, and all appropriate, applicable, and documented expenses resulting from such suspension or termination. If the Program is resumed after having been suspended for more than three months, the PROGRAM MANAGER'S further compensation may be subject to renegotiations.

## **ARTICLE B4 PAYMENTS**

### **B4.01 PAYMENTS GENERALLY**

Payments may be requested monthly in proportion to services performed during the prior month. For the Lump Sum portion of this contract, payments shall be made monthly in an amount equal to 1/12<sup>th</sup> the annual Lump Sum total compensation. Hourly Rate payments shall be made on the basis of actual hours worked for the Hourly Rate Fee, accompanied by a duly certified invoice, giving names, classification, salary rate per hour (not to exceed the values depicted in Schedule B-1), hours worked and total charge for all personnel directly engaged on a CITY Project or task.

Recurring Reimbursable Expenses established at a monthly lump sum as shown in Schedule B3 may be invoiced monthly. Other, pre-approved direct Reimbursable Expenses are to be invoiced within 60 days of the PROGRAM MANAGER'S expenditure thereof.

Sub-PROGRAM MANAGER fees and Reimbursable Expenses shall be billed to the City in the actual amount paid by PROGRAM MANAGER.

FAILURE TO SUBMIT INVOICE(S) WITHIN 60 DAYS FOLLOWING THE PROVISION OF SERVICES CONTAINED IN SUCH INVOICE MAY BE CAUSE FOR A FINDING OF DEFAULT.

### **B4.02 MONTHLY PROGRESS REPORT**

In addition to the invoice, the PROGRAM MANAGER shall submit a Monthly Progress Report giving a summary of the services provided and activities undertaken by PROGRAM MANAGER staff, with particular detail regarding the work of SUPPLEMENTAL STAFF. The Monthly Progress Report shall also provide summary as to the status of all assignments, tasks, activities and deliverables as may be applicable. City shall have the right to reject any invoice not accompanied by a Monthly Progress report.

## **ARTICLE B5 REIMBURSABLE EXPENSES**

### **B5.01 GENERAL**

Any fees for authorized reimbursable expenses shall not include charges for PROGRAM MANAGER handling, office rent or overhead expenses of any kind, including depreciation of equipment, professional dues, subscriptions, etc., or employees time or travel and subsistence not directly related to the program or a project(s). Reimbursable expenses shall be billed to the City at direct cost expended by the PROGRAM MANAGER.

The CITY will reimburse the PROGRAM MANAGER for authorized Reimbursable Expenses pursuant to the limitations of this Agreement as verified by supporting documentation deemed appropriate by Director or designee including, without limitation,

detailed bills, itemized invoices and/or copies of cancelled checks.

Reimbursable Expenses shall be identified and quantified, to the extent possible, in each ANNUAL WORK PROGRAM and in each WORK ORDER.

## **B5.02 TYPES OF REIMBURSABLE EXPENSES**

As depicted in **Schedule B3**, Reimbursable Expenses are to be established either as a RECURRING REIMBURSEMENT set as a Monthly Lump Sum amount primarily attributable to CORE PROGRAM STAFF or as VARIABLE REIMBURSEMENT given as a limiting amount, or allowance, subject to the advance approval of the DIRECTOR or designee for direct expenses attributable to either CORE PROGRAM STAFF, SUPPLEMENTAL STAFF or staff assigned to SPECIALTY SERVICES.

Maximum expense fees are given in **Schedule B3** for estimating purposes. Actual direct costs paid by PROGRAM MANAGER shall be the basis of invoice to CITY, subject to the advance approval of the DIRECTOR as provided below.

## **B5.03 AUTHORIZATION**

Both RECURRING REIMBURSEMENTS and estimates of VARIABLE REIMBURSEMENTS are to be identified in each ANNUAL WORK PROGRAM. Acceptance and approval of the ANNUAL WORK PROGRAM by the CITY, as provided herein, shall constitute advance approval of the expenses identified in the ANNUAL WORK PROGRAM, subject to the following exceptions. VARIABLE EXPENSES for all travel and per diem, miscellaneous items and any other item or category not stated in the ANNUAL WORK PROGRAM shall be subject to specific written advance approval of the DIRECTOR using forms provided in **Schedule B4**. Likewise, any VARIABLE REIMBURSEMENT item for a rate (cost) or in an amount in excess of 20% of the rate or amount shown in the ANNUAL WORK PROGRAM shall require separate written advance approval of the DIRECTOR.

## **B5.04 DEFINITIONS and CATEGORIES**

Reimbursable Expenses are those items authorized by the CITY outside of or in addition to professional fees as identified in the ANNUAL WORK PROGRAM or WORK ORDER and consist of actual expenditures made by the PROGRAM MANAGER and the PROGRAM MANAGERS' employees, or Sub-PROGRAM MANAGERS, in the interest of the Work for the purposes identified below:

### **B5.04-1 Transportation**

- **Recurring Reimbursable:** parking expenses and vehicle allowances for members of CORE PROGRAM STAFF inclusive of fuel, maintenance and leasing.

- **Variable Reimbursable:** parking and mileage for PROGRAM MANAGER and SUB-PROGRAM MANAGER staff to sites strictly relating to CITY Work, excluding travel to and from primary work location, supported by mileage log documentation. ]

Identifiable transportation expenses in connection with the Program, subject to the provisions of this Agreement and to the limitations of Section 112.061, Florida Statutes, as amended, excluding, however, all, general automobile transportation expenses within Miami-Dade County. However, transportation expenses within Miami Dade County related to Project and/or Construction Administration Services, and performance of scope as described in the Scope of Work shall be reimbursed utilizing the mileage rate in Section 112.061 of the Florida Statutes. Transportation expenses to locations outside the Dade-Broward-Palm Beach County area or from locations outside the Dade-Broward-Palm Beach County area will not be reimbursed unless specifically pre-authorized in writing by the Project Manager. Such pre-authorization will be subject to the mileage rate limitations of Section 112.061, Florida Statutes, as amended.

### **B5.04-2 Travel And Per Diem**

All travel and per diem expenses are Variable Reimbursement Expenses. Identifiable per diem, meals, lodging, taxi fares, car rental and miscellaneous travel-connected expenses for PROGRAM MANAGER's personnel subject to the limitations of Section 112.061 Florida Statutes as amended, shall be considered VARIABLE REIMBURSEMENT. Authority to travel as required in FS 112.061 shall be accomplished using the form provided as **Schedule B4-1**.

Meals for class C travel inside Dade or Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating PROGRAM MANAGER's employees from one of PROGRAM MANAGER's offices to another office if the employee is or has been relocated for more than thirty (30) consecutive calendar days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson, Marriott, or Ramada Inn. Without justification deemed sufficient solely in the discretion of the DIRECTOR, lodging will not be reimbursed within Miami Dade, Broward or Palm Beach County, for staff who permanently reside in Miami Dade, Broward, or Palm Beach County.

PROGRAM MANAGER shall have the option, subject to the review and approval of the DIRECTOR, to utilize weekly or monthly rates for lodging of relocated staff upon submission of documentation that demonstrates the cost

effectiveness of such rates over daily room rates described above.

**B5.04-3 Communication and Delivery Expenses**

- **Recurring Reimbursable:** cellular (mobile) telephone expenses for members of CORE PROGRAM STAFF.
- **Variable Reimbursable** other than that stated above, identifiable communication expenses, specifically those for long distance and cellular telephone, are to be considered overhead and not subject to reimbursement. Courier and express mail service is generally considered a Variable Reimbursable expense.

**B5.04-4 Reproduction, Photography**

Cost of printing, reproduction or photography, which is required by or of PROGRAM MANAGER to deliver services set forth in this Agreement are eligible Variable Reimbursement Expenses.

**B5.04-5 Permit Fees**

All Permit fees paid by PROGRAM MANAGER to regulatory agencies for approvals directly attributable to the Project are deemed eligible Variable Reimbursable Expenses, and exclude permit fees required to be paid by the construction contractor.

**B5.04-6 Computer Expense**

- **Recurring Reimbursable:** Costs for lease of laptop computers and printers, and for lease or maintenance of telecommunication service used in the MRC office of PROGRAM MANAGER, as designated in **Schedule B3**, are eligible RECURRING REIMBURSEMENTS.
- **Variable Reimbursable** Costs for ESRI computer software licenses and related computer software, hardware, services, and supplies, are deemed to be eligible reimbursable expenses as depicted in **Schedule B3**.

**B5.04-7 Office Supplies And Equipment**

- **Recurring Reimbursable:** Costs for fax machine and other equipment rentals and for consumable office supplies including copy paper that are used in the MRC office of PROGRAM MANAGER designated in **Schedule B3**
- **Variable Reimbursable** Costs for toner, ink cartridges and similar supplies for fax machines, printers and copiers that are used in the MRC office of PROGRAM MANAGER designated in **Schedule B3**

**B5.01-6 Miscellaneous Reimbursable Expenses**

All other expenses as included in **Schedule B3** or those otherwise requested in advance and approved in writing by the DIRECTOR or designee are eligible for reimbursement as VARIABLE REIMBURSEMENTS.

**B5.05 REIMBURSEMENTS TO SUB-PROGRAM MANAGERS**

Reimbursable SUB-PROGRAM MANAGER expenses are limited to the items described above when the SUB-PROGRAM MANAGER agreement provides for reimbursable expenses and which shall be subject to all budgetary limitations of the City and requirements of ARTICLE B5 herein.

**ARTICLE B6 COMPENSATION for REUSE OF PLANS AND SPECIFICATIONS**

**B6.01 GENERAL**

Subject to the requirements of Article 7 of this Agreement, it is understood that all Agreements for Work include the provision for the re-use of documents, plans and specifications, including construction drawings, at the CITY's sole option. By virtue of signing this Agreement PROGRAM MANAGER agrees to a re-use in accordance with this provision without the necessity of further approvals, compensation, fees or documents being required and without recourse for such re-use.

## SCHEDULE B1 - WAGE RATES SUMMARY

<b>MAXIMUM LABOR RATES - YEAR 1</b> <small>(Note 1)</small>		
<b>JOB CLASSIFICATION</b>	<b>MAXIMUM RAW LABOR RATES</b> <small>(NOTE 2)</small>	<b>ADJUSTED LABOR RATES-LOADED</b> <small>(NOTE 3)</small>
Senior Program Manager	\$78.49	N/A
Program Manager	\$63.44	N/A
Chief Engineer	\$75.67	N/A
Senior Project Manager	\$50.24	N/A
Project Manager	\$41.62	N/A
Construction Coordinator	\$31.72	N/A
Program Controls Manager	\$38.06	N/A
Sr. Program Controls Manager	N/A	\$150.70
Program Accounting	\$38.06	N/A
GIS Technician	\$18.27	N/A
Computer Systems Manager	\$30.45	N/A
GIS Manager	\$29.44	N/A
Senior Engineer	\$63.44	N/A
Project Engineer	\$42.63	N/A
Senior Utility Coordinator	\$28.70	N/A
Utility Coordinator	\$22.00	N/A
Senior Transit Planner	\$72.23	N/A
Senior Transportation Planner	\$51.48	N/A
R/W Services Manager	\$40.51	N/A
Graphics Technician	\$18.78	N/A
Senior Administrative Assistant	\$24.36	N/A
Landscape Architect	\$35.00	N/A
Senior Landscape Architect	\$45.00	N/A
Architect	\$40.00	N/A
Senior Architect	\$65.00	N/A
Technician	\$30.00	N/A
Senior Technician	\$38.00	N/A
Designer	\$36.00	N/A
Planner	\$35.00	N/A
Senior Attorney	N/A	\$195.00
Principal - ADA Compliance	N/A	\$195.00
Deposition - ADA Compliance	N/A	\$250.00
Senior Planner	\$50.00	N/A
Senior Railroad Engineer	\$62.93	N/A
Senior Geotechnical Engineer	\$60.00	N/A
Administrative Assistant	\$19.50	N/A

**NOTES:**

1. All rates are subject to annual 3% increases, effective with the annual anniversary of the contract.
2. These rates apply to HDR, URS, ADA, JRA. Also, reference Schedule B-2 for applicable adjustment factors for these Raw Rates.
3. These rates apply to PIS, CMTS, Gordian, LTK, Planning Innovations, Inc., Holland and Knight, Serianni-Parker and Larry Schneider.

*At the request of the CITY, Program Manager shall provide staff in such additional job classifications as may be required to complete the work, consistent with the provisions of this Agreement, the City Code and State Statute.*



## SCHEDULE B2 – LABOR ADJUSTMENT FACTORS

SCHEDULE B-2					
RAW LABOR ADJUSTMENTS - YEAR 1					
FIRM	Home Overhead	Field Overhead	Home FCCM	Field FCCM	Operating Margin
HDR Engineering, Inc.	167.55%	121.00%	0.55%	0.37%	12.50%
URS Construction Services	N/A	109.18%	N/A	N/A	12.00%
ADA Engineering, Inc.	146.54%	146.54%	0.35%	0.35%	12.00%
JRA Consulting, Inc.	150.01%	150.01%	0.42%	0.42%	12.00%

These rates are subject to change per year, based on most recent FAR or FDOT approved audits.

**Definitions:**

**Overhead:** A computed rate expressed as a percentage of direct labor that includes, but is not limited to general and administrative costs, fringe benefits, and other indirect costs.

**FCCM:** Facilities Capital Cost of Money, representing the the imputed cost determined by applying the cost of money rate to Facilities capital employed in contract performance in accordance CAS 414. It is computed in accordance with CAS 414 and is based on interest rates approved by the Secretary of the Treasury and public law 92-41

**Operating Margin:** The negotiated contract price less all applicable contract costs to consultant (Operating Profit)

## SCHEDULE B3 – ESTIMATE OF REIMBURSABLE EXPENSE

### PRIMARY SERVICES

#### VARIABLE REIMBURSEMENT EXPENSES - MAXIMUM ANNUAL TOTALS

Description	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
Travel and Per Diem	\$70,095.60	\$56,703.60	\$50,799.60	\$43,023.60	\$39,279.60	\$37,263.60
Communication and Delivery	\$1,653.12	\$1,653.12	\$1,653.12	\$1,653.12	\$1,653.12	\$1,653.12
Reproduction and Photography	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00
Permit Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Computer	\$4,920.00	\$4,920.00	\$4,920.00	\$4,920.00	\$4,920.00	\$4,920.00
Office Supplies and Equipment	\$6,684.00	\$6,684.00	\$6,684.00	\$6,684.00	\$6,684.00	\$6,684.00
Miscellaneous	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00
<b>SUBTOTAL</b>	<b>\$85,872.72</b>	<b>\$72,480.72</b>	<b>\$66,576.72</b>	<b>\$58,800.72</b>	<b>\$55,056.72</b>	<b>\$53,040.72</b>

#### RECURRING REIMBURSEMENT EXPENSES - MAXIMUM ANNUAL TOTALS

Description	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
Travel and Per Diem	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Communication and Delivery	\$13,572.00	\$13,572.00	\$13,572.00	\$13,572.00	\$13,572.00	\$13,572.00
Reproduction and Photography	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Permit Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Computer	\$5,364.60	\$5,364.60	\$5,364.60	\$5,364.60	\$5,364.60	\$5,364.60
Office Supplies and Equipment	\$3,693.60	\$3,693.60	\$642.00	\$642.00	\$642.00	\$642.00
Miscellaneous	\$56,125.44	\$56,125.44	\$56,125.44	\$56,125.44	\$56,125.44	\$56,125.44
<b>SUBTOTAL</b>	<b>\$79,055.64</b>	<b>\$79,055.64</b>	<b>\$76,004.04</b>	<b>\$76,004.04</b>	<b>\$76,004.04</b>	<b>\$76,004.04</b>

#### SUB-PROGRAM MANAGERS (VARIABLE REIMBURSABLE)

tbd	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
URS	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00
PIS	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
ADA	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$0.00
CMTS	\$3,279.40	\$3,279.40	\$0.00	\$0.00	\$0.00	\$0.00
Gordian	\$4,960.00	\$4,960.00	\$4,960.00	\$4,960.00	\$4,960.00	\$4,960.00
JRA	\$2,818.80	\$2,818.80	\$2,818.80	\$0.00	\$0.00	\$0.00
<b>SUBTOTAL</b>	<b>\$35,858.20</b>	<b>\$35,858.20</b>	<b>\$32,578.80</b>	<b>\$24,760.00</b>	<b>\$24,760.00</b>	<b>\$21,960.00</b>

<b>TOTAL PRIMARY</b>	<b>\$200,786.56</b>	<b>\$187,394.56</b>	<b>\$175,159.56</b>	<b>\$159,564.76</b>	<b>\$155,820.76</b>	<b>\$151,004.76</b>
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## SCHEDULE B3 – ESTIMATE OF REIMBURSABLE EXPENSE

<b>SPECIALTY SERVICES - WORK ORDER 1 - Streetcar</b>						
<b>VARIABLE REIMBURSEMENT EXPENSES - MAXIMUM ANNUAL TOTALS</b>						
Description	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
Travel and Per Diem	\$87,706.00	\$87,706.00	\$87,706.00	\$87,706.00	\$87,706.00	\$87,706.00
Communication and Delivery	\$4,325.00	\$4,325.00	\$4,325.00	\$4,325.00	\$4,325.00	\$4,325.00
Reproduction and Photography	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00
<b>SUBTOTAL</b>	<b>\$94,431.00</b>	<b>\$94,431.00</b>	<b>\$94,431.00</b>	<b>\$94,431.00</b>	<b>\$94,431.00</b>	<b>\$94,431.00</b>
<b>RECURRING REIMBURSEMENT EXPENSES - MAXIMUM ANNUAL TOTALS</b>						
Description	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6
Travel and Per Diem	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00
Communication and Delivery	\$3,379.44	\$3,379.44	\$3,379.44	\$3,379.44	\$3,379.44	\$3,379.44
<b>SUBTOTAL</b>	<b>\$3,739.44</b>	<b>\$3,739.44</b>	<b>\$3,739.44</b>	<b>\$3,739.44</b>	<b>\$3,739.44</b>	<b>\$3,739.44</b>
<b>SUB-PROGRAM MANAGERS (VARIABLE REIMBURSABLE)</b>						
LTK	\$3,752.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Planning Innovations, Inc.	\$2,130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Holland & Knight	\$10,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Serianni & Parker	\$1,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>SUBTOTAL</b>	<b>\$18,032.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL SPECIALTY</b>	<b>\$116,202.44</b>	<b>\$98,170.44</b>	<b>\$98,170.44</b>	<b>\$98,170.44</b>	<b>\$98,170.44</b>	<b>\$98,170.44</b>
<b>TOTAL REIMBURSEMENT</b>	<b>\$316,989.00</b>	<b>\$285,565.00</b>	<b>\$273,330.00</b>	<b>\$257,735.20</b>	<b>\$253,991.20</b>	<b>\$249,175.20</b>

# SCHEDULE B-4.1 – TRAVEL APPROVAL



## City of Miami TRAVEL EXPENSE APPROVAL

REFERENCE: Labor/Management Policy Nos. 1-77 and 2-85

FI Sales Tax No: 04-00063-08-23

1. Travel Expense Approval No(s). and Amount(s):

TA                                      A - \$                                      TA                                      E - \$

<b>TRAVELER</b>	2. This travel request is for: <input type="checkbox"/> Employee <input type="checkbox"/> Other (specify):		
	3. Name:		4. Title (held or applied for):
	5. Department:		6. Division:
	7. Mailing Address:		

<b>TRAVEL DATA</b>	8. Purpose:			
	9. Destination From:		10. Destination To:	
	11. Date of Departure:	12. Date of Return:	13. Working Days Absent:	14. Estimated Mileage:
	15. Method of Travel:			
	<input type="checkbox"/> City Vehicle (Skip to #18) <input type="checkbox"/> Private Vehicle (Skip to #17) <input type="checkbox"/> Private Vehicle (Complete #16; skip to #18)		<input type="checkbox"/> Public Carrier other than airline. Specify type and cost. (Skip to #18):	

<b>TRAVEL DATA</b>	16.	Air Travel Data	a. Name of Airline b. Initial flight number c. Fare Basis Code d. Air fare (if single round trip fare, enter once).	Departing	Returning
		Private Vehicle Data (attach proof of insurance).	<b>LABOR RELATIONS USE ONLY</b>  Reimbursement limited to \$ _____  _____ Authorized Signature  Date _____		

<b>EXPENSE DATA</b>	18. Account Code(s) to be charged:		19. Total estimated expenses for this trip (including transportation, lodging, meals, seminar costs, etc.):	
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<b>ADVANCE REQUEST</b>	20. Reason for travel advance request:			<input type="checkbox"/> Employee will be absent more than 5 working days. <input type="checkbox"/> Employee's annual salary is less than \$50,000.	
	<input type="checkbox"/> Travel expenses are unusually high.			21. Amt. of Advance Requested:	22. Date Check Needed by:

<b>APPROVALS</b>	24.		25.	
	_____ Department Director/Designee	_____ Date	_____ City Manager/Finance Director	_____ Date

# SCHEDULE B-4.2 EXPENSE VOUCHER

**CAPITAL IMPROVEMENT & TRANSPORTATION PROGRAM MANAGEMENT  
 VARIABLE REIMBURSEMENT  
 ADVANCE APPROVAL  
 (For expense items other than travel)**

Consultant: \_\_\_\_\_

Item Description	Purpose	Location			Estimated		
		<input type="checkbox"/> Home Office			Unit	Qty	Amt
		<input type="checkbox"/> Field Office (MRC)					
		<input type="checkbox"/> Other office					

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

**SCHEDULE B-5 – SUMMARY OF TOTAL COMPENSATION**

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	TOTAL
<b>PRIMARY SERVICES</b>							
FEES - CORE STAFF (Lump Sum)	\$2,482,932.89	\$2,245,954.80	\$2,310,499.38	\$2,162,868.77	\$1,786,006.72	\$1,589,945.28	\$12,578,207.83
FEES - ADDITIONAL PROGRAM STAFF (Maximum Limiting Amount)	\$3,096,959.26	\$2,599,782.55	\$1,654,217.77	\$1,026,145.86	\$1,022,954.16	\$796,990.89	\$10,197,050.48
<b>FEE SUBTOTAL</b>	\$5,579,892.15	\$4,845,737.35	\$3,964,717.15	\$3,189,014.63	\$2,808,960.88	\$2,386,936.17	\$22,775,258.32
EXPENSE - RECURRING REIMBURSEMENT (Lump sum)	\$79,055.64	\$79,055.64	\$76,004.04	\$76,004.04	\$79,055.64	\$76,004.04	\$465,179.04
EXPENSE - VARIABLE REIMBURSEMENT (Maximum Limiting Amount)	\$121,730.92	\$108,338.92	\$99,155.52	\$83,560.72	\$79,816.72	\$75,000.72	\$567,603.52
<b>EXPENSE SUBTOTAL</b>	\$200,786.56	\$187,394.56	\$175,159.56	\$159,564.76	\$158,872.36	\$151,004.76	\$1,032,782.56
<b>PRIMARY SERVICES TOTAL</b>	\$5,780,678.71	\$5,033,131.91	\$4,139,876.71	\$3,348,579.39	\$2,967,833.24	\$2,537,940.93	\$23,808,040.88
<i>Cumulative Total</i>	\$5,780,678.71	\$10,813,810.61	\$14,953,687.32	\$18,302,266.71	\$21,270,099.95	\$23,808,040.88	
<b>SPECIALTY SERVICES = WORK ORDER #1 STREETCAR</b>							
FEES - CORE STAFF (Lump Sum)	--	--	--	--	--	--	--
FEES - ADDITIONAL PROGRAM STAFF Maximum Limiting Amount	\$1,383,996.06	\$898,579.93	\$831,531.12	\$761,562.52	\$731,760.00	\$752,009.51	\$5,359,439.14
<b>FEE SUBTOTAL</b>	\$1,383,996.06	\$898,579.93	\$831,531.12	\$761,562.52	\$731,760.00	\$752,009.51	\$5,359,439.14
EXPENSE - RECURRING REIMBURSEMENT (Lump sum)	\$3,739.44	\$3,739.44	\$3,739.44	\$3,739.44	\$3,739.44	\$3,739.44	\$22,436.64
EXPENSE - VARIABLE REIMBURSEMENT (Maximum Limiting Amount)	\$112,463.00	\$94,431.00	\$94,431.00	\$94,431.00	\$94,431.00	\$94,431.00	\$584,618.00
<b>EXPENSE SUBTOTAL</b>	\$116,202.44	\$98,170.44	\$98,170.44	\$98,170.44	\$98,170.44	\$98,170.44	\$607,054.64
<b>SPECIALTY SERVICES = WORK ORDER #1 TOTAL</b>	\$1,500,198.50	\$996,750.37	\$929,701.56	\$859,732.96	\$829,930.44	\$850,179.95	\$5,966,493.78
<i>Cumulative Total</i>	\$1,500,198.50	\$2,496,948.87	\$3,426,650.43	\$4,286,383.39	\$5,116,313.83	\$5,966,493.78	
<b>GRAND TOTAL ALL PROGRAM MGMT SERVICES</b>	\$7,280,877.21	\$6,029,882.28	\$5,069,578.27	\$4,208,312.35	\$3,797,763.68	\$3,388,120.88	\$29,774,534.66
<i>Cumulative Total</i>	\$7,280,877.21	\$13,310,759.48	\$18,380,337.75	\$22,588,650.10	\$26,386,413.78	\$29,774,534.66	



**City of Miami, Florida  
WORK ORDER FOR PROFESSIONAL SERVICES**

<b>CONTRACT</b>	<b>CITY CONTINUING SERVICE CONTRACT FOR</b> PROGRAM MANAGEMENT/SPECIALTY SERVICES MIAMI STREETCAR			
	<b>Contract Effective Dates:</b> START 08/01/05 END: 07/31/06		Contract Number K-04-00648	
	Contract Authorization: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> City Code Section Number			
	<b>CITY WORK ORDER NUMBER</b> 1		Prior Work Orders issued Number 0	
	Value \$ 0			
<b>WORK ORDER EFFECTIVE DATE</b> 8-15-2005		<b>REQUIRED COMPLETION DATE</b>		

<b>CONSULTANT</b>	<b>CONSULTANT FIRM</b> HDR Engineering, Inc. with Subcontracts			
	<b>OFFICE LOCATION</b> 15600 NW 67 <sup>TH</sup> AVENUE, SUITE 304			
	<b>CITY</b> MIAMI		<b>STATE</b> FL	<b>ZIP</b> 33014
	<b>CONTACT NAME</b> ROBERT E. CONE, P.E.		<b>TITLE</b> SENIOR PROJECT MANAGER	

<b>PROPOSAL</b>	<b>PROJECT NAME</b> Streetcar Program Management		<b>PROJECT NUMBER</b> B-71215 D	
	<b>BRIEF SCOPE OF WORK</b> Provide program management activities and other major tasks on the Miami Streetcar Project. <i>As further detailed in attached Consultant Work Order Proposal</i>			
	<b>Consultant Proposal Date</b> 07/31/05		<b>Consultant Project Manager</b> ROBERT E. CONE, P.E.	

<b>COMPENSATION SUMMARY</b>	MAJOR TASKS / WORK PHASES	DELIVERABLE	DUE	FEE	FEE BASIS
	PROGRAM MANAGEMENT	None	NA	\$332,451.09	Limiting Amount
	ALTERNATIVE ANALYSIS	Final AA Report	4/30/06	\$671,936.31	Limiting Amount
	AGENCY AGREEMENTS	Meetings, Agreements	6/30/06	\$117,177.56	Limiting Amount
	FLORIDA EAST COAST RAILWAY COORDINATION	Meetings, Draft MOU	3/30/06	\$45,996.73	Limiting Amount
	CERTIFICATION OF CITY OF MIAMI WITH FEDERAL TRANSIT ADM.	Meetings, Application	6/30/06	\$113,316.98	Limiting Amount
	FINANCIAL ANALYSIS REPORT	Report	3/30/06	\$103,117.38	Limiting Amount
	OTHER COSTS SUBCONTRACTS	Report		\$0	Maximum Limiting Amount
	<b>All Professional CONSULTANT FEES</b>			<b>\$1,383,996.06</b>	<b>SUBTOTAL</b>
	Allowance For Reimbursable Expenses			\$116,202.44	
	Allowance For Additional Services (if any)			\$0	
	<b>TOTAL MAXIMUM AMOUNT</b>				<b>\$1,500,198.50</b>

<b>FUNDING AND INCORPORATED DOCUMENTS</b>	<b>OTHER NOTES</b> Subcontracts include LTK, Nick Seriani, Holland + Knight, and, Planning Innovations, Inc.				
	Estimated Construction Cost \$				
	<b>FUNDING SOURCE(S)</b>	TRANSIT HALF CENT SURTAX 341330	\$		\$
			\$		\$
	<b>This Work Order shall be performed in accordance with the above-referenced Contract, and incorporates by reference all documents described below:</b>				
<b>1. Contract referenced above</b>		<b>2. Proposal referenced above</b>	<b>3. Requirements of City Authorization</b>	<b>4. Other (list)</b>	

<b>APPROVALS</b>	<b>Name</b>	<b>Signature</b>	<b>Title</b>	<b>Date</b>
	Prepared By LILIA I. MEDINA		City Project Manager	
	Approved By DIANNE JOHNSON		CIPCAT Team Leader	
	Approved By MARY H. CONWAY		Director of CIP & Transportation	
Accepted By Consultant William H. Wadsworth		Senior Vice President		

## CONSULTANT WORK ORDER PROPOSAL

July 31, 2005

HDR Engineering, Inc. proposes to provide the services identified below for the project entitled **"Program Management/Specialty Services Miami Streetcar"**, pursuant to its Professional Service Agreement with the City of Miami for Transportation and Transit Professional Services services, dated July 31, 2005.

### 1. GENERAL

This scope of work provides the services necessary to progress the City of Miami Streetcar project forward through the completion of an Alternatives Analysis and an Environmental Assessment for approval by the Federal Transit Administration (FTA), the selection of a Design Build Operate and Maintain (DBOM) contractor, and an application to FTA to enter Preliminary Engineering:

1. Program Management;
2. Alternatives Analysis;
3. Agency Agreements;
4. Florida East Coast Railway coordination;
5. Certification of City of Miami with FTA; and
6. Financial analysis support.

### Project Description

The project entails the construction of a streetcar system operating in mixed traffic on the streets of downtown Miami. The initial recommended project phase for streetcar service is a bi-directional (i.e., two-way) circulator route that connects Downtown Miami to the Miami Design District, primarily via NE 2nd Avenue.

Attributes of the project are:

- 6.75 miles of in-street trackwork including trackbed structure.
- Street reconstruction as necessary.
- Intersection and signal system modifications.
- Utility modifications, relocations, coordination and agreements as necessary.
- A traction power system consisting of substations connected to the public utility and feeder cables to the overhead wire system.
- An overhead wire system consisting of support poles and a single contact wire.
- A communications system including on-board radios for streetcar operation and a passenger information system at station stops.
- Infrastructure such as street lighting, underground duct banks, manholes, hand holes, service panels and all other related electrical components as required.
- Station/stop platform areas with shelters, ADA treatments, passenger information systems, and other passenger amenities.
- A Maintenance and Operations Facility (MOF) to accommodate the vehicles to be utilized in the Miami Streetcar project and the proposed Bay Link project and the additional trackwork and systems infrastructure improvements to reach the MOF from the main alignment.



## 2. SCOPE OF WORK

**Task 1.0 Program Management** – Program Management activities will include the management of all activities on this project performed by HDR and other consultants working for the City of Miami on the project, progress reporting, invoicing, and other support activities necessary to manage the project. This task will include preparation of schedules, cost estimates, budgets, progress reports and other miscellaneous activities that will be necessary on the project. These efforts will include such things as assisting the City in getting the project approved by the MPO as a part of the cost-constrained Miami-Dade 2030 Long Range Transportation Plan, preparation of an application to enter Preliminary Engineering to the FTA, development of a Project Management Plan for submittal to FTA as part of the request to enter PE, and public involvement activities as necessary.

This also includes management of efforts by other industry partners of the City, who will be completing tasks such as:

- Utility agency agreements
- “Exempt project” New Starts submittal;
- Design Build Operate Maintain (DBOM) Procurement documents;
- Ridership sensitivity analysis; and
- Specific work elements within the Alternatives Analysis

**Task 2.0 Alternatives Analysis** – Alternatives Analysis (AA) is the backbone of the National Environmental Policy Act of 1969 (NEPA) process for federal agencies. This process identifies, analyzes and ranks potential alternatives under consideration for the project.

The AA involves three alternatives: the No-Build; the Transportation Systems Management (TSM); and one or more Build alternatives. FTA gives the local jurisdiction the option of including a Draft Environmental Impact Statement or an Environmental Assessment in the Alternatives Analysis effort. A New Starts application can be submitted after the Alternatives Analysis is completed as long as the locally preferred alternative (LPA) has been adopted by the local MPO in its financially constrained, long-range transportation plan.

Given this, our approach is to complete the Alternatives Analysis before submitting an “Exempt Project” application to FTA, along with the completed AA, supplemented by the activities required to complete the “Exempt Project” application. This will allow the “Exempt Project” application to be completed in the most expeditious timeframe.

The AA will document the existing environmental, social and economic conditions that pertain to the project. These data will be described in an *Existing Conditions Report* that will present the environment potentially affected by the project alternatives, or the environmental conditions that could affect the development and selection of alternatives. This report will provide the basis for the *Existing Conditions* chapter of the AA. Consistent with CEQ Regulations in 40 CFR 1502.15, descriptions will be concise and the focus will be on those resources that may potentially suffer significant negative effects from the proposed project. Whenever possible, detailed background or support material will be incorporated by reference or placed in an Appendix.

The following topics, as applicable, would be addressed in the *Existing Conditions Report*:

- Existing and Future Land Use
- Consistency with Local, State and Federal Planning
- Social, Economic and Community Profile

- Environmental Justice Considerations
- Historic, Archaeological and Cultural Resources
- Parklands
- Geology and Soils
- Water Quality and Wetlands
- Floodplains
- Navigable Waterways and Coastal Zones
- Endangered Species
- Visual Impacts/Aesthetics
- Air Quality
- Noise and Vibration
- Hazardous Materials & Brownfields
- Transportation Network

The proposed Miami Streetcar project will then be compared to the No-Build Alternative and a Transportation System Management (TSM) Alternative. It is assumed that the TSM Alternative will be a bus circulator alternative. This analysis is to determine the relative impacts and benefits of these three alternatives with respect to the existing environment. Specific activities to be included in the AA effort include:

- Alignment modifications as necessary
  - Miami Design District terminus (dead end on 41<sup>st</sup> versus loop on 38<sup>th</sup> and 40<sup>th</sup>)
  - Shift west from N. Miami Ave. to NW 1<sup>st</sup> Ave. for Overtown connectivity
- Finalize station locations
- Finalize MDT bus/streetcar interface at Government Center
- Traffic impact analysis, comparing the impacts (and benefits) of:
  - No-Build
  - Build (Streetcar)
  - Transportation System Management (TSM) (in all likelihood a bus circulator)
- FTA coordination
- Public Involvement
  - Businesses
  - Property owners
  - Residents
  - Other Interested/Potentially Affected Parties, i.e., community-based, business and other non-governmental organizations
- Agency Coordination including elected and appointed officials

To accomplish this, HDR's approach would focus on documentation of the proposed the Miami Streetcar project (the Build Alternative), particularly its responsiveness to the stated project purpose and need. A successful outcome of this task would enhance the likelihood of FTA's support for the project. The AA will address NEPA requirements for demonstration that all reasonable Build alternatives were considered – and eliminated as a result of the screening process – to arrive at the recommended Build alternative. The documentation of the proposed Build, No-Build, and TSM Alternatives will include agency coordination and public involvement, and other efforts necessary as part of the AA, as described further within the AA Scope to be approved by FTA.

NOTE: A separate scope has been developed for the Alternatives Analysis for review and approval by FTA.

**Task 3.0 Agency Agreements** – As currently planned, the Miami Streetcar will include stations or stops, trackwork, overhead catenary system (OCS), traction power substations, and a combined maintenance facility. The Miami Streetcar project must be coordinated closely with a number of agencies, such as several departments of FTA, Miami-Dade County, City of Miami, Florida Department of Transportation (FDOT) Central Office and District 6, and utility providers such as Florida Power & Light (FPL), to ensure successful, efficient and timely implementation of the project.

This effort includes coordination and development of potential agreements necessary between the City of Miami and Miami-Dade County. For instance, it is expected that an agreement will be needed with Miami-Dade County for any modification to traffic signal control systems and operations. This may include:

- development of streetcar operations policy issues (i.e., push-button or automatic pre-emption)
- additional signals at some intersections needed for streetcar (i.e., NE 9<sup>th</sup> St. and NE 1<sup>st</sup> Ave.)
- signal system modifications to be done when streetcar is implemented

Since the Miami Streetcar project has the potential to impact utilities along its alignment, the agency coordination effort will include the various utility companies that may be affected by the project. This effort includes meetings and development of agreements with the utility providers for the project's design and construction. The intent of this effort is to document the cost of utility impacts and relocations as part of the Miami Streetcar project costs to the extent required by FTA within the New Starts application. This effort is expected to address both policy and technical issues.

Since several of the traction power substations for the streetcar are proposed to be located on FDOT right-of-way, this effort also includes the development of agreements with FDOT for use of property.

Since the project will need support from a number of elected officials and representatives at the local, state, and federal level, this effort also includes agency coordination with:

1. Miami-Dade Board of County Commissioners
2. City of Miami Commission
3. Local state representatives
4. Local members of Congress
5. State Senator's transportation staffs

The agency coordination activities will also include agencies from which the project will need support, acceptance, or NEPA review. Among these agencies are Department of Community Affairs, Department of Environmental Protection, and Corps of Engineers.

The agency coordination effort with utility companies will be completed by one of the City's industry partners, under HDR's management. HDR will provide all other agency coordination efforts.

**Task 4.0 FEC Railway Coordination** – As currently planned, the Miami Streetcar project will cross the Florida East Coast Railway (FEC) in more than one location. While the Alternatives Analysis includes coordination on such crossings in the planning process, it will be necessary to formalize a Memorandum of Understanding (MOU) with FEC for such crossings as part of the project. Since the project will be seeking FTA approval, it is expected that FTA will

require that the "Exempt Project" application include documentation of agreement from FEC that the Miami Streetcar can cross their rail line. Therefore, this effort provides for the effort necessary to develop an MOU for the crossing of the FEC rail line by the Miami Streetcar. This effort does not include engineering efforts that may be necessary to resolve design issues such as signalization, communications, and special trackwork.

**Task 5.0 Certification of the City of Miami** – This task involves assisting the City of Miami in becoming certified by FTA so that the City may receive grants from the FTA to implement the Miami Streetcar project.

**Task 6.0 Financial Planning Support** – Although the Alternatives Analysis includes a financial plan, it is anticipated that additional financial support efforts will be required in the development of a final Finance Plan for the Miami Streetcar within the context of the AA and an "exempt project" application to FTA. These efforts include the development of a financial model for FTA review.

### 3. SUBCONSULTANTS

LTK Engineering Services, Nick Serianni, Holland + Knight, and Planning Innovations, Inc. will be subconsultants to HDR Engineering on this task. Nick Serianni will utilize subconsultants on this task, including Parker and Associates and a cost estimating firm that has not been identified at this point in time.

### 4. SCHEDULE OF WORK – TIME OF PERFORMANCE

<b>SCHEDULE OF WORK</b>				
<i>Task</i>	<i>Task Name and/or Activity Description</i>	<i>Hours</i>	<i>Deliverable</i>	<i>Schedule</i>
<b>1</b>	<b>Program Management</b>	<b>1,538</b>	None	
<b>2</b>	<b>Alternatives Analysis</b>	<b>3,309</b>	Final AA Report	6 to 8 months after NTP
<b>3</b>	<b>Agency Agreements</b>	<b>646</b>	Meetings, Agreements	8 to 10 months after NTP
<b>4</b>	<b>FEC Coordination</b>	<b>240</b>	Meetings, Draft MOU	4 to 8 months after NTP
<b>5</b>	<b>Certification of City with FTA</b>	<b>408</b>	Meetings, Application	10 to 12 months after NTP
<b>6</b>	<b>Financial Analysis</b>	<b>460</b>	Report	6 to 8 months after NTP
	<b>TOTAL</b>	<b>6,601</b>		

### 5. COMPENSATION

Consultant shall perform the Work detailed in this Proposal for a Hourly Rate, Not to Exceed fee of **\$1,500,198.50 – One Million, Five Hundred Thousand One Hundred Ninety-Eight dollars and fifty cents.**

### 6. PROJECT MANAGER

CONSULTANT'S Project Manager for this Work Order assignment will be Robert E. Cone, P.E.

Submitted by: \_\_\_\_\_  
 William H. Wadsworth, P.E., Executive Vice-President, HDR Engineering, Inc.

**PROJECT UPDATES**  
**MEETING OF SEPTEMBER 27, 2005**

**HOMELAND DEFENSE / NEIGHBORHOOD IMPROVEMENTS**  
**BOND OVERSIGHT BOARD**

**Please note dates on enclosed material.**

**Reference attached Minutes from previous meetings  
for discussions / motions on the following projects.**

- 
1. Bicentennial Park Seawall/Shoreline Stabilization-Phase I, II & III.
  2. Police Headquarters Restroom ADA Modification Phase I Locker.
  3. Professional Services for Jose Marti Gym
  4. Professional Services for Little Haiti Park Cultural Component
  5. Grapeland Heights Park Ballfield Complex Design Build Contract.
  6. Shenandoah Park Improvements Phase I.
  7. Sewell Park – Restrooms/Parks Facility Building.
  8. Juan Pablo Duarte- Building Renovation/Expansion.
  9. Robert King High Park –New Building and Site Improvements.
  10. Henry Reeves Park – Community Service Building Improvements
  11. Margaret Pace Park Improvements Phase II
  12. Fire Station No. 11
  13. Miami Police Department Stables



DEPARTMENT OF CAPITAL IMPROVEMENTS  
PROJECT OVERVIEW FORM

# UPDATE

1. DATE: 7/22/03 DISTRICT: 2

NAME OF PROJECT: BICENTENNIAL PARK SEAWALL/SHORELINE STABILIZATION - PHASE I

INITIATING DEPARTMENT/DIVISION: CIP

INITIATING CONTACT PERSON/CONTACT NUMBER: Sandra Vega 305.416.1243

C.I.P. DEPARTMENT CONTACT: Sandra Vega

RESOLUTION NUMBER: R-04-0107 CIP/PROJECT NUMBER: 331418

ADDITIONAL PROJECT NUMBER: \_\_\_\_\_  
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted?  YES  NO If yes,  
TOTAL DOLLAR AMOUNT: \$7,447,171 \* (\$5 Million in first Series, \$5 Million in second series)  
SOURCE OF FUNDS: HDNI BONDS - Bicentennial Park Improvements  
ACCOUNT CODE(S): CIP # 331418

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: Sandra Vega and Edwards & Kelcey Consultant

DESCRIPTION OF PROJECT: Requesting \$7,209,069 for increase in contract for Phase I and \$238,101 for the design phase for Phase II of this project.

ADA Compliant?  YES  NO  N/A

Approved by Audit Committee?  YES  NO  N/A DATE APPROVED: 2/18/04  
Approved by Bond Oversight Board?  YES  NO  N/A DATE APPROVED: 2/24/04  
Approved by Commission?  YES  NO  N/A DATE APPROVED: 2/26/04  
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: \* \$5,000,000 allocated, but additional funding will be used from the following sources to cover project's costs: \$670,000 from HDNI Bonds unallocated funds; \$700,000 from FIND Grant; \$1,200,000 from General Fund Contribution, and \$188,838 from I-95 Pedestrian Overpass & Interest for a total of \$7,758,838. Contractor will grade 20 feet upland for future bay walk. Trees need to be removed, there should be a mitigation or relocation plan. Project is going before commission on 2/26/04; then 60 days to start construction with 15 months to complete project.

APPROVAL: Robert O. [Signature] DATE: 2/24/04  
BOND OVERSIGHT BOARD

HD/NIB MOTION 04-18

A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE HADLEY PARK-POOL BUILDING FLOORS PROJECT; FURTHER RECOMMENDING THAT \$36,000 OF HD/NIB-NEIGHBORHOOD PARK IMPROVEMENTS & ACQUISITIONS FUNDS BE ALLOCATED TO THIS PROJECT.

MOVED: M. CRUZ  
SECONDED: M. REYES  
ABSENT: S. ARMBRISTER; L. CABRERA; S. CASERES; R. CAYARD;  
G. RESHEFSKY

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

- Bicentennial Park Seawall/Shoreline Stabilization Phase I – Contract Award.

Total dollar amount: \$7,447,171  
Source of funds: Homeland Defense/Bicentennial Park  
Improvements-\$5,670,000; FIND Grant;  
General Fund; I-95 Pedestrian Overpass  
and Interest

Report by: Sandra Vega-CIP

Date approved by Audit Subcommittee: February 18, 2004

Scope of work includes increase in contract for Phase I and \$238,101 for design phase for Phase II.

\$5,000,000 have been allocated, but additional funding will be used from the following sources to cover project's costs: \$670,000 from HD/NIB unallocated funds; \$700,000 from FIND Grant; \$1,200,000 from General Fund contribution; \$188,838 from I-95 Pedestrian Overpass & Interest for a total of \$7,758,838. Contractor will grade 20 feet upland for future bay walk. Trees need to be removed and relocated to parks that need trees.

Chairman Flanders remarked that the rehabilitation of the seawall actually leaves this part of Bicentennial Park bay walk ready. The project is going before the City Commission on February 26, 2004; then 60 days to start construction with 15 months to complete this project. Consulting firm on the project is Edwards & Kelcey who assisted the City in saving approximately five percent of the estimated cost of the project (approximately \$350,000) by implementing value engineering standards, without compromising the integrity of the design of the wall.

Chairman Flanders informed the board that almost ten percent of funding (approximately \$700,000) for this project came from matching funds in the form of a FIND grant.

**HD/NIB MOTION 04-19**

**A MOTION TO ADOPT THE RECOMMENDED APPROVAL BY THE HOMELAND DEFENSE/NEIGHBORHOOD IMPROVEMENT BOND (HD/NIB) OVERSIGHT BOARD AUDIT SUBCOMMITTEE OF THE BICENTENNIAL PARK SEAWALL/SHORELINE STABILIZATION-PHASE I PROJECT; FURTHER RECOMMENDING THAT \$7,447,171 OF HD/NIB-BICENTENNIAL PARK IMPROVEMENTS FUNDS BE ALLOCATED TO THIS PROJECT.**

**MOVED: J. REYES**  
**SECONDED: W. HARVEY**  
**ABSENT: S. ARMBRISTER; L. CABRERA; S. CASERES; R. CAYARD; G. RESHEFSKY**

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

- Bryan Park Interior Improvements – Contract Award.

Total dollar amount: \$111,402  
Source of funds: Homeland Defense/District 4 Quality of Life/CIP#311714. Remaining costs will be funded from Homeland Defense/ Neighborhood Park Improvements & Acquisitions/ CIP#331419

Report by: Fernando Paiva-CIP

Date approved by Audit Subcommittee: February 18, 2004

Scope of work includes installation of security light poles, two new drinking fountains, new concrete walkways and pads, new dumpster enclosure/fencing/gates, three new covered benches for tennis area, landscaping and a new bicycle rack; restrooms; ADA compliance throughout

Mr. Paiva provided a construction time line for this project. This project will go before the City Commission at its March 25, 2004 meeting. Construction is anticipated to begin by May 25, 2004 and finished by November 25, 2004.



**APPROVED BY AUDIT COMMITTEE:** not approved; Audit Subcommittee asked for additional information to be presented at the 10-27-04 BOB Meeting. A presentation was made by Major Mirabile to explain how this project was for decontamination and there was a unanimous show of hands in favor of this project by the seven board members present.

**UPDATES:**

**1. Dinner Key Mooring Anchorage Field Project.**

Steven Bogner presented status report. The permit process is expected to be completed by the end of 2004. Army Corp of Engineers are expected to approve the project soon. Mr. Bogner will come back with another status report in three months.

**2. Preservation Development Initiative Grant.**

Sarah Eaton expressed disappointment in not having much progress to report. The grant, which is for technical assistance only (no money), is pending at the mercy of the national trust. Ms. Eaton continues to pursue this and will return in six months with another report.

**3. Little Haiti Park Land Acquisition 254 NE 59 Terrace, Parcel 68.**

Dirk Duval, reported that the land had been acquired.

**4. Little Haiti Park Demolition of Structure and Removal of Debris**

at 254 NE 59 Terrace, Parcel 68. Dirk Duval, reported the structure was demolished, secured and fenced in.

**5. Procurement of Appraisal Services for Little Haiti Park.**

Dirk Duval, reported that 10 appraisals had been procured and would return with recommendation for condemnation proceedings on certain properties.

**6. Brentwood Village – Professional Services.**

Jorge Cano reported this project is temporarily on hold and would bring the issue back on the next agenda.

**7. Bicentennial Park Seawall/Shoreline Stabilization – Phase I.**

Jorge Cano reported this project is well underway and is about two months ahead of schedule.

**8. Coral Way Beautification Uplighting – Phase I.**

Jorge Cano reported this project is pending profile requested by Florida Department of Transportation, which should be complete next week. The project is expected to move at a rate of approximately 2-3 blocks per week.

**9. Site Furnishings at Coral Gate Park.**

Ed Blanco reported this project is completed and photographs were available.

**10. Site Furnishings at Jose Marti Park.**

Ed Blanco reported this project is complete and the park is looking better.



DEPARTMENT OF CAPITAL IMPROVEMENTS  
PROJECT OVERVIEW FORM

# UPDATE

1. DATE: 1/25/05 DISTRICT: 2  
NAME OF PROJECT: BICENTENNIAL PARK SHORELINE STABILIZATION PHASE II  
INITIATING DEPARTMENT/DIVISION: CIP  
INITIATING CONTACT PERSON/CONTACT NUMBER: Sandra Vega 305.416.1243  
C.I.P. DEPARTMENT CONTACT: Sandra Vega  
RESOLUTION NUMBER: \_\_\_\_\_ CIP/PROJECT NUMBER: 331418  
ADDITIONAL PROJECT NUMBER: \_\_\_\_\_

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted?  YES  NO If yes,  
TOTAL DOLLAR AMOUNT: \$3,372,619 (additional funding will be swap into account)  
SOURCE OF FUNDS: Bicentennial Park Improvements  
ACCOUNT CODE(S): CIP # 331418

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: Sandra Vega

DESCRIPTION OF PROJECT: The project consist of the furnishing of all labor, materials and equipment for the shoreline stabilization of approximately 700 LF of failing seawall. The project includes site preparation, demolition, backfill, riprap placement, filler aggregate limerock fill, steel sheet piling, relocation and Manatee protection.

ADA Compliant?  YES  NO  N/A

Approved by Audit Committee?  YES  NO  N/A DATE APPROVED: 1/19/05  
Approved by Bond Oversight Board?  YES  NO  N/A DATE APPROVED: 1/25/05  
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: 6.6 is the cost for Phase I and 3.3 for Phase II which covers the cost of increase of steel and concrete. City budgeted 10 million for this project, and now we estimated 16 million.

APPROVAL: Manolo Jeyar  
BOND OVERSIGHT BOARD

DATE: 1/25/05

Enclosures: Back-Up Materials  YES  NO

COMMISSIONER REGALADO'S OFFICE WHO IS A SPOKESPERSON FOR THE COMMUNITY.

MOVED: L. DE ROSA  
SECONDED: R. AEDO  
NOES: D. MARKO, L. CABRERA, J. MANOWITZ  
ABSENT: R. Cayard, R. Flanders, W. Harvey, A. Sumner  
Note for the Record: Motion passed by unanimous vote of all Board Members present.

Direction to the Administration by Gary Reshefsky to include a tracking sheet for all projects.

- **Bicentennial Park Shoreline Stabilization Phase II (construction).**  
TOTAL DOLLAR AMOUNT: \$3,372,619 (additional funding will be swap into account)  
SOURCE OF FUNDS: Bicentennial Park Improvements  
DESCRIPTION OF PROJECT: The project consist of the furnishing of all labor, materials and equipment for the shoreline stabilization of approximately 700 LF of failing seawall. The project includes site preparation, demolition, backfill, riprap placement, filler aggregate lime rock fill, steel sheet piling, relocation and Manatee protection.

- **Bicentennial Park Shoreline Stabilization Phase III (design).**  
TOTAL DOLLAR AMOUNT: \$296,000 (additional funding will be swapped into account)  
SOURCE OF FUNDS: Bicentennial Park Improvements  
DESCRIPTION OF PROJECT: Scope is including the cost of the design phase only.

HD/NIB MOTION 05-5

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND (1) THE BICENTENNIAL PARK SHORELINE STABILIZATION PHASE II (CONSTRUCTION) PROJECT AND (2) THE BICENTENNIAL PARK SHORELINE STABILIZATION PHASE III (DESIGN) PROJECT.

MOVED: M. CRUZ  
SECONDED: L. CABRERA  
ABSENT: R. Cayard, R. Flanders, W. Harvey, A. Sumner, M. Cruz  
Note for the Record: Motion passed by unanimous vote of all Board Members present.

- **Williams Park Site Furnishings.**  
TOTAL DOLLAR AMOUNT: \_\$92,000 (\$1.35 million allocated; estimated current balance is \$961,000.)



DEPARTMENT OF CAPITAL IMPROVEMENTS  
PROJECT OVERVIEW FORM

# UPDATE

1. DATE: 1/25/05 DISTRICT: 2  
 NAME OF PROJECT: BICENTENNIAL PARK SHORELINE STABILIZATION PHASE III  
 INITIATING DEPARTMENT/DIVISION: CIP  
 INITIATING CONTACT PERSON/CONTACT NUMBER: Sandra Vega 305.416.1243  
 C.I.P. DEPARTMENT CONTACT: Sandra Vega  
 RESOLUTION NUMBER: \_\_\_\_\_ CIP/PROJECT NUMBER: 331418  
 ADDITIONAL PROJECT NUMBER: \_\_\_\_\_

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted?  YES  NO If yes,  
 TOTAL DOLLAR AMOUNT: \$296,000 (additional funding will be swapped into account)  
 SOURCE OF FUNDS: Bicentennial Park Improvements  
 ACCOUNT CODE(S): CIP # 331418

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: Sandra Vega  
 DESCRIPTION OF PROJECT: Scope is including the cost of the design phase only.

ADA Compliant?  YES  NO  N/A

Approved by Audit Committee?  YES  NO  N/A DATE APPROVED: 1/19/05  
 Approved by Bond Oversight Board?  YES  NO  N/A DATE APPROVED: 1/25/05  
 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: Phase III is to the South side of slip. 4 million is estimated cost for construction but not coming from Bond money. The City is looking for other sources.

APPROVAL: *Sandra Vega*  
 BOND OVERSIGHT BOARD

DATE: 1/25/05

Enclosures: Back-Up Materials  YES  NO

COMMISSIONER REGALADO'S OFFICE WHO IS A SPOKESPERSON FOR THE COMMUNITY.

MOVED: L. DE ROSA  
SECONDED: R. AEDO  
NOES: D. MARKO, L. CABRERA, J. MANOWITZ  
ABSENT: R. Cayard, R. Flanders, W. Harvey, A. Sumner  
Note for the Record: Motion passed by unanimous vote of all Board Members present.

Direction to the Administration by Gary Reshefsky to include a tracking sheet for all projects.

- **Bicentennial Park Shoreline Stabilization Phase II (construction).**  
TOTAL DOLLAR AMOUNT: \$3,372,619 (additional funding will be swap into account)  
SOURCE OF FUNDS: Bicentennial Park Improvements  
DESCRIPTION OF PROJECT: The project consist of the furnishing of all labor, materials and equipment for the shoreline stabilization of approximately 700 LF of failing seawall. The project includes site preparation, demolition, backfill, riprap placement, filler aggregate lime rock fill, steel sheet piling, relocation and Manatee protection.

- **Bicentennial Park Shoreline Stabilization Phase III (design).**  
TOTAL DOLLAR AMOUNT: \$296,000 (additional funding will be swapped into account)  
SOURCE OF FUNDS: Bicentennial Park Improvements  
DESCRIPTION OF PROJECT: Scope is including the cost of the design phase only.

HD/NIB MOTION 05-5

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND (1) THE BICENTENNIAL PARK SHORELINE STABILIZATION PHASE II (CONSTRUCTION) PROJECT AND (2) THE BICENTENNIAL PARK SHORELINE STABILIZATION PHASE III (DESIGN) PROJECT.

MOVED: M. CRUZ  
SECONDED: L. CABRERA  
ABSENT: R. Cayard, R. Flanders, W. Harvey, A. Sumner, M. Cruz,  
Note for the Record: Motion passed by unanimous vote of all Board Members present.

- **Williams Park Site Furnishings.**  
TOTAL DOLLAR AMOUNT: \_\$92,000 (\$1.35 million allocated; estimated current balance is \$961,000.)



DEPARTMENT OF CAPITAL IMPROVEMENTS  
PROJECT OVERVIEW FORM

# UPDATE

1. DATE: 10/27/04 DISTRICT: 2  
NAME OF PROJECT: POLICE HEADQUARTERS RESTROOM ADA MODIFICATION PHASE 1 LOCKER.

INITIATING DEPARTMENT/DIVISION: Police Department  
INITIATING CONTACT PERSON/CONTACT NUMBER: Cary Sanchez-Rea / 305. 416-1094  
C.I.P. DEPARTMENT CONTACT: \_\_\_\_\_  
RESOLUTION NUMBER: \_\_\_\_\_ CIP/PROJECT NUMBER: 312048  
ADDITIONAL PROJECT NUMBER: B-72903

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted?  YES  NO If yes,  
TOTAL DOLLAR AMOUNT: \$567,000 (\$5.5 million allocated; estimated current balance is \$3,876,450)  
SOURCE OF FUNDS: HDNI Bond - Police Homeland Defense Preparedness Initiatives  
ACCOUNT CODE(S): CIP # 312048

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 / City Managers

DESCRIPTION OF PROJECT: Scope includes demolition of existing interior finishes, plumbing, HVAC, electrical, and flooring on the 1st floor Men's and Women's Locker rooms and showers. The renovation of the interior finishes will consist of new partition walls, plumbing and shower fixtures, new reflective ceilings, new saunas, new tiles, painting, new floors drains, HVAC ductwork, diffusers, fans, electrical work, and relocate fire sprinklers.

ADA Compliant?  YES  NO  N/A  
Approved by Audit Committee?  YES  NO  N/A DATE APPROVED: 10/19/04  
Approved by Bond Oversight Board?  YES  NO  N/A DATE APPROVED: 10/27/04  
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: We believe this is an important project for the recruitment and morale of the Police Department and ultimately for Homeland Defense. However, \$137,000 out of a Million has been spent on equipment in 3 years. We have seen no recognizable progress on the Police Dept Training Facility. Using Bond Money for this project is opening Pandora's Box from this bond issue for renovations at the building. Police Dept equipment & Training Facility must be a priority as required by the voters. Police Dept building is in disrepair-locker rooms in bad shape. Also, \$35,052 can be deducted from total. The new total will be approximately \$567,000.

APPROVAL: Robert W. Harder DATE: 10/27/04  
BOND OVERSIGHT BOARD

## 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 1<sup>st</sup> series. Estimated current balance is (\$3,000,000) from 1<sup>st</sup> series allocation

SOURCE OF FUNDS: Neighborhood Fire Stations & Training Facility

Approved by Audit Committee: 11/16/04



DEPARTMENT OF CAPITAL IMPROVEMENTS  
PROJECT OVERVIEW FORM

# UPDATE

1. DATE: 2/22/05 DISTRICT: 3

NAME OF PROJECT: Professional Services for Jose Marti Gym

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: 333142

ADDITIONAL PROJECT NUMBER: B-35857  
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted?  YES  NO If yes,  
TOTAL DOLLAR AMOUNT: \$580,828 (5 Million for 2nd Series-\$700,000 swapped for 1st Series, estimated balance is \$119,172)

SOURCE OF FUNDS: CIP# 333142-Jose Marti/East Little Havana Parks Expansion

ACCOUNT CODE(S): CIP # 333142

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 and issue a Work Order for the comprehensive design (actual permitted drawings) of the Jose Marti Gym (B-35857 to Zyscovich, Inc. as lead consultant.

ADA Compliant?  YES  NO  N/A

Approved by Audit Committee?  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: Renderings will be provided at next Board Meeting. Design fee is 7.9% of cost. Shortfall of 2.5 million will come from County GOB Bond fund. Pirtle Construction Inc. already selected for construction. City has researched issues related to permits to build over the road.

APPROVAL: [Signature] DATE: 2/22/05

BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials  YES  NO



provide additional and outdoor club seating. Expansion of the press box. Provision of an upper deck concourse surrounding the stadium to improve patron access and circulation. Improved handicapped access to stadium seating. Expanded and more convenient concession facilities that can be accessed both pre- and during game events. Expanded and more convenient restrooms facilities that can be accessed both pre- and during game events. Improved ramp and elevator access to the upper concourse facilities and enhanced exterior stadium aesthetics.

#### HD/NIB MOTION 05-8

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE PROFESSIONAL SERVICES AGREEMENT FOR ORANGE BOWL STADIUM PROJECT.

MOVED: G. RESHEFSKY  
SECONDED: M. REYES  
ABSENT: R. Cayard, L. Cabrera, J. Reyes

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

- Professional Services Work Order for Jose Marti Park Gym.

TOTAL DOLLAR AMOUNT: \$580,828 (5 Million for 2<sup>nd</sup> Series-\$700,000 swapped for 1<sup>st</sup> Series, estimated balance is \$119,172)

SOURCE OF FUNDS: CIP# 333142-Jose Marti/East Little Havana Parks Expansion

DESCRIPTION OF PROJECT: Scope is for the purpose of executing and issue a Work Order for the comprehensive design (actual permitted drawings) of the Jose Marti Gym (B-35857 to Zyscovich, Inc. as lead consultant.

#### HD/NIB MOTION 05-9

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE PROFESSIONAL SERVICES WORK ORDER FOR JOSE MARTI PARK GYM PROJECT.

MOVED: M. REYES  
SECONDED: M. CRUZ  
ABSENT: R. Cayard, L. Cabrera, J. Reyes

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

- Professional Services Work Order for Little Haiti Park Cultural Component.

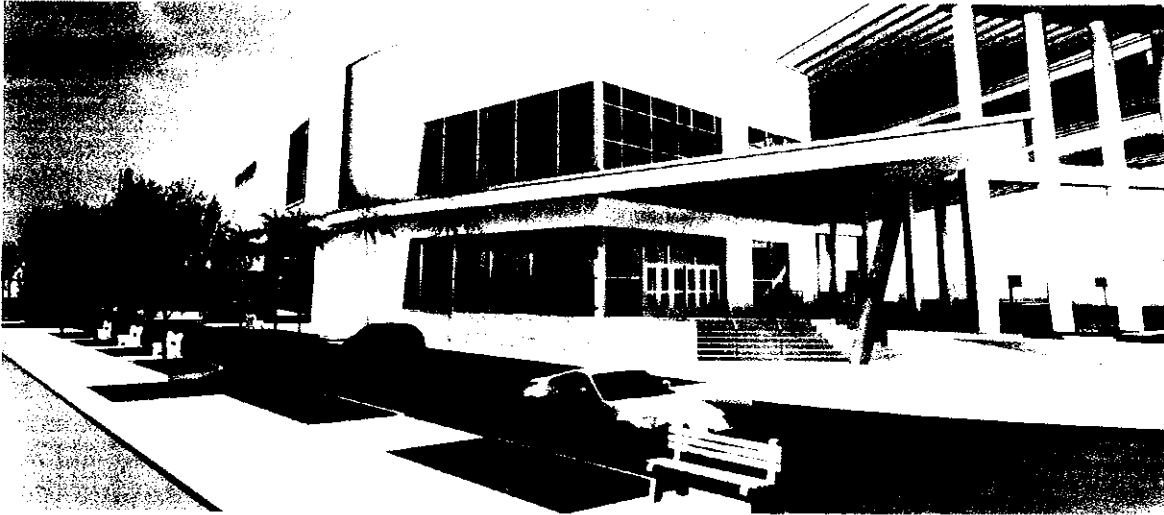
TOTAL DOLLAR AMOUNT: \$1,080,000 (\$20 Million in first Series, total \$25 Million; current estimated balance is \$12,102,068)

SOURCE OF FUNDS: HDNI Bonds - Little Haiti Park Land Acquisition & Development

# Jose Marti Park Gymnasium

status update

09.21.2005



## Action Items:

Land requirement not yet met by FDOT.

**Status:** City management to speak directly to FDOT Dist 6 management. 70 years left on City's lease on areas surrounding parcels in question.

ADA waiver required for bleacher location on both sides of courts.

**Status:** Zyscovich preparing language and documentation for presentation. ADA board will meet in Dec (Tallahassee or Orlando)  
Zyscovich and URS have put together case study information from previous projects where waiver was granted. E. Burkeen is in support.

CM@Risk Contract needed for pre-con services to begin.

**Status:** City is reviewing final draft and plans to negotiate, then present to commission late Oct. 2005.

## Mile stones:

Initial Building Department/City design review committee comments were incorporated in current set of documents.

Gymnastics program eliminated from the project to minimize foot print and programming requirements. Foot print revised so that building falls inside the FPL easements. This presented a 5 week delay.

Obtaining valuable data including under ground utilities, easements, and other survey data has proved to be difficult.

FPL had undisclosed High Profile cable located beneath an area of the original concept gym foot print.



DEPARTMENT OF CAPITAL IMPROVEMENTS  
PROJECT OVERVIEW FORM

# UPDATE

1. DATE: 2/22/05 DISTRICT: 5  
NAME OF PROJECT: Professional Services for Little Haiti Park Cultural Component  
INITIATING DEPARTMENT/DIVISION: Capital Improvements  
INITIATING CONTACT PERSON/CONTACT NUMBER: Carey Sanchez-Rea (305) 416-1094  
C.I.P. DEPARTMENT CONTACT:  
RESOLUTION NUMBER: \_\_\_\_\_ CIP/PROJECT NUMBER: 331412  
ADDITIONAL PROJECT NUMBER: B-30295  
(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted?  YES  NO If yes,  
TOTAL DOLLAR AMOUNT: \$1,080,000 (\$20 Million in first Series, total \$25 Million; current estimated balance is \$12,102,068)  
SOURCE OF FUNDS: HDNI Bonds - 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: Scope is for the purpose of executing and issue a Work Order for the comprehensive design (actual permitted drawings) of the Little Haiti Park Recreational Component to Zyscovich, Inc. as lead consultant.

ADA Compliant?  YES  NO  N/A

Approved by Audit Committee?  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: Limited amount spent 9.9% on design. City anticipates closing and resolving takings issues. Concern that a project should not be designed without owning the property. Staff feels comfortable, closing will take place. All inclusive.

APPROVAL: [Signature] DATE: 2/22/05  
BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials  YES  NO

provide additional and outdoor club seating. Expansion of the press box. Provision of an upper deck concourse surrounding the stadium to improve patron access and circulation. Improved handicapped access to stadium seating. Expanded and more convenient concession facilities that can be accessed both pre- and during game events. Expanded and more convenient restrooms facilities that can be accessed both pre- and during game events. Improved ramp and elevator access to the upper concourse facilities and enhanced exterior stadium aesthetics.

#### HD/NIB MOTION 05-8

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE PROFESSIONAL SERVICES AGREEMENT FOR ORANGE BOWL STADIUM PROJECT.

MOVED: G. RESHEFSKY  
SECONDED: M. REYES  
ABSENT: R. Cayard, L. Cabrera, J. Reyes

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

- Professional Services Work Order for Jose Marti Park Gym.

TOTAL DOLLAR AMOUNT: \$580,828 (5 Million for 2<sup>nd</sup> Series-\$700,000 swapped for 1<sup>st</sup> Series, estimated balance is \$119,172)

SOURCE OF FUNDS: CIP# 333142-Jose Marti/East Little Havana Parks Expansion

DESCRIPTION OF PROJECT: Scope is for the purpose of executing and issue a Work Order for the comprehensive design (actual permitted drawings) of the Jose Marti Gym (B-35857 to Zyscovich, Inc. as lead consultant.

#### HD/NIB MOTION 05-9

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE PROFESSIONAL SERVICES WORK ORDER FOR JOSE MARTI PARK GYM PROJECT.

MOVED: M. REYES  
SECONDED: M. CRUZ  
ABSENT: R. Cayard, L. Cabrera, J. Reyes

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

- Professional Services Work Order for Little Haiti Park Cultural Component.

TOTAL DOLLAR AMOUNT: \$1,080,000 (\$20 Million in first Series, total \$25 Million; current estimated balance is \$12,102,068)

SOURCE OF FUNDS: HDNI Bonds - Little Haiti Park Land Acquisition & Development

DESCRIPTION OF PROJECT: Scope is for the purpose of executing and issue a Work Order for the comprehensive design (actual permitted drawings) of the Little Haiti Park Recreational Component to Zyscovich, Inc. as lead consultant.

HD/NIB MOTION 05-10

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE PROFESSIONAL SERVICES WORK ORDER FOR LITTLE HAITI PARK CULTURAL COMPONENT.

MOVED: L. DE ROSA  
SECONDED: K. HANCOCK APFEL  
ABSENT: R. Cayard, L. Cabrera, J. Reyes

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

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

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

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".

HD/NIB MOTION 05-11

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE PROFESSIONAL SERVICES AGREEMENT FOR BICENTENNIAL PARK "MUSEUM PARK" MASTER PLAN.

MOVED: L. DE ROSA  
SECONDED: M. CRUZ  
ABSENT: L. Cabrera, J. Reyes

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

- Elizabeth Virrick Park Community Center & Gymnasium Repairs.

TOTAL DOLLAR AMOUNT: \$424,322

SOURCE OF FUNDS: Homeland Defense/Neighborhood Improvement Bond-Interest

DESCRIPTION OF PROJECT: Scope includes removing Travertine Marble from the top of the first floor tie beam to the decorative foam molding. Provide waterproofing and new texture stucco. Repair front entrance tie-beam stucco. Manufacture and install aluminum cap for all parapet walls. Remove expansion joint material at all lower-level travertine tiles and re-install to match color of stone. Repair water damage at interior walls at basketball hoop brackets. Repair scoreboard at Southeast corner and repair water leak at window. Paint all repair areas as needed. Repair sections of gym flooring that are delaminating. Provide acoustical panels at ceiling for noise control. Provide protective gymnasium floor cover and handling system. Repair mosaic tiles at entrance wall.



## Action Items:

CM@Risk Contract needed for pre-con services to begin.

**Status:** City is reviewing final draft and plans to negotiate, then present to commission late Oct. 2005. CM review for 50% construction documents is scheduled to begin on Oct. 13<sup>th</sup>, 2005. Scheduled to have a duration of 20 days.

50% construction document technical review

**Status:** Technical review Sept 15<sup>th</sup> – Sept 30<sup>th</sup>

Construction start: Foundation. (GOB funding balance of construction)

**Status:** Foundation permit application submitted Aug 22, 2005 to City building department. Completion of construction documents from 50% - 100% has not changed on schedule; however it is directly linked to 1. completion of CM review, technical review, CM@Risk contract execution, end of extended stay for Schickman parcels, and permits.

Caribbean Market Place refurbishment.

**Status:** Replacement cost estimates are in. A meeting with City building officials is being scheduled to address 25% and 50% building code compliance thresholds.

## Mile stones:

Foundation permit application submitted Aug 22, 2005 to City building department. Initial Building Department/City design review committee comments were incorporated in current set of documents.

Caribbean Market Place "As-Built" documents completed.

Caribbean Market Place replacement cost estimated delivered to City Aug 2005. Work to be scheduled as Phase II of project.

DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM



UPDATE

1. DATE: 3/22/05 DISTRICT: 1
NAME OF PROJECT: GRAPELAND HEIGHTS PARK BALLFIELD COMPLEX DESIGN BUILD CONTRACT
INITIATING DEPARTMENT/DIVISION:
INITIATING CONTACT PERSON/CONTACT NUMBER: Cary Sanchez-Rea (305) 416-1094
C.I.P. DEPARTMENT CONTACT: Capital Improvements
RESOLUTION NUMBER: CIP/PROJECT NUMBER:
ADDITIONAL PROJECT NUMBER:

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$6,000,000
SOURCE OF FUNDS: Neighborhood Park and Acquisitions & District 1-Quality of Life Improvements
ACCOUNT CODE(S): CIP # 331419 & 311711
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: To authorize the City Manager to execute the negotiated Design-Build contract with Recreation Design and Construction, Inc. for the Grapeland Heights Park Ballfield Complex, B-60496 in the total amount of \$6,000,000.

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:

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

Enclosures: Back-Up Materials YES NO

- Initial Grant to Miami Art Museum for Development of a Fine Arts Museum Facility in Bicentennial Park.

TOTAL DOLLAR AMOUNT: <u>\$700,000</u>
SOURCE OF FUNDS: <u>CIP#333144-Miami Art Museum</u>
DESCRIPTION OF PROJECT: <u>For planning, development and project management activities relating to the construction of Miami Art Museum to be located at Bicentennial Park.</u>

HD/NIB MOTION 05-19

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE INITIAL GRANT TO MIAMI ART MUSEUM FOR DEVELOPMENT OF A FINE ARTS MUSEUM FACILITY AT BICENTENNIAL PARK.

MOVED: M. CRUZ  
 SECONDED: L. CABRERA  
 ABSENT: R. Aedo, R. Cayard, L. De Rosa, R. Flanders, D. Marko, G. Reshefsky.

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

- Grapeland Heights Park Ballfield Complex - Design Build Contract.

TOTAL DOLLAR AMOUNT: <u>\$6,000,000</u>
SOURCE OF FUNDS: <u>Neighborhood Park and Acquisitions &amp; District 1-Quality of Life Improvements</u>
DESCRIPTION OF PROJECT: <u>To authorize the City Manager to execute the negotiated Design-Build contract with Recreation Design and Construction, Inc. for the Grapeland Heights Park Ballfield Complex, B-60496 in the total amount of \$6,000,000.</u>

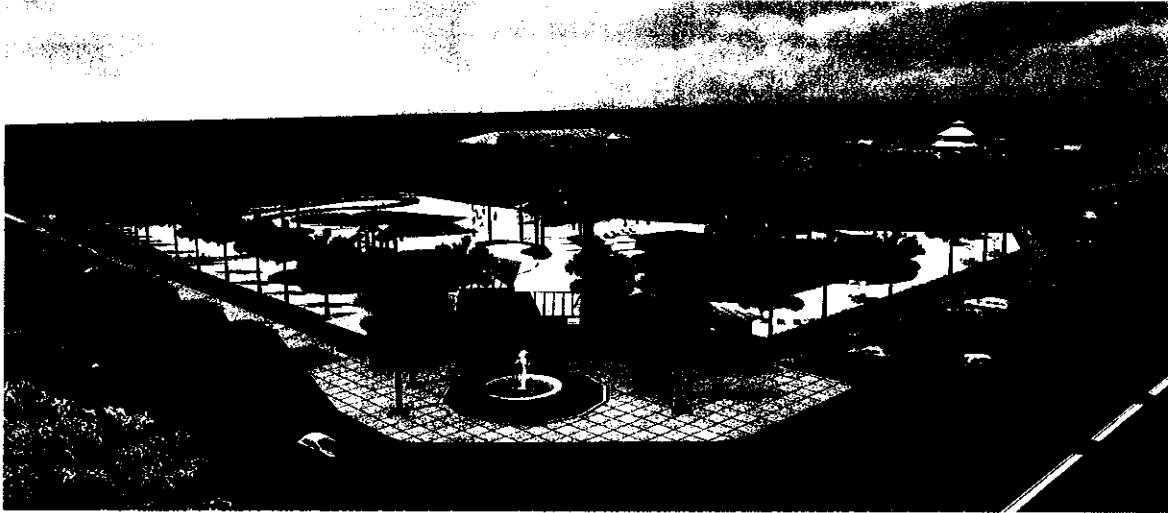
HD/NIB MOTION 05-20

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE GRAPELAND HEIGHTS PARK BALLFIELD COMPLEX - DESIGN BUILD CONTRACT.

MOVED: M. CRUZ  
 SECONDED: L. CABRERA  
 ABSENT: R. Aedo, R. Cayard, L. De Rosa, R. Flanders, D. Marko, G. Reshefsky.

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





## Action Items:

Ash contamination remediation

**Status:** 3 source removal proposals will be reviewed prior to work assignment being issued. At this point in time, estimated value of effort is in the neighborhood of 4.7M. The amount of source material identified by DERM is in excess of 48K tons. The work will be phased, starting in the area where ball fields are to be constructed moving south towards other identified areas. The source removal, backfill, compaction and DERM testing will take an estimated 5 months to complete. Once change order is reviewed and prepared it will be brought to BOB then commission.

NOTE: City is having an independent construction management firm review all costs.

Tree removal

**Status:** The tree removal will be tackled in stages. Permits due by Sept 30<sup>th</sup>, 2005

## Mile Stones:

Phase 1 permit submission.

**Status:** Phase 1 permit submission has been initiated

Demolition of remaining structures.

**Status:** Asbestos abatement on Library, Stephen P. Clark, and Day care center complete. Structures will be demolished by Sept. 30<sup>th</sup>, 2005.

Tree removal

**Status:** The tree removal will be tackled in stages. Permits due by Sept 30<sup>th</sup>, 2005



DEPARTMENT OF CAPITAL IMPROVEMENTS  
PROJECT OVERVIEW FORM

# UPDATE

1. DATE: 1/25/05 DISTRICT: 4  
 NAME OF PROJECT: SHENANDOAH PARK IMPROVEMENTS PHASE I  
 INITIATING DEPARTMENT/DIVISION: C.I.P.  
 INITIATING CONTACT PERSON/CONTACT NUMBER: Andre Bryan 305.416.1211  
 C.I.P. DEPARTMENT CONTACT: \_\_\_\_\_  
 RESOLUTION NUMBER: \_\_\_\_\_ CIP/PROJECT NUMBER: 331419  
 ADDITIONAL PROJECT NUMBER: B-30304  
 (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted?  YES  NO If yes,  
 TOTAL DOLLAR AMOUNT: \$181,150 (\$1.35 Million allocated; estimated current balance is \$968,850)  
 SOURCE OF FUNDS: Neighborhood Park Improvements & Acquisitions  
 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: Phase I scope is as follows: Site Work (parking lot), tennis court fencing, drainage installation, and installation of bollards of work.

ADA Compliant?  YES  NO  N/A

Approved by Audit Committee?  YES  NO  N/A DATE APPROVED: 1/19/05  
 Approved by Bond Oversight Board?  YES  NO  N/A DATE APPROVED: 1/25/05  
 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: \$200,000 approximately were spent on design for a Day Care Facility that was dropped. City will provide exact amount spent? Amount spent is \$73,535 per Andre Bryan.

APPROVAL: [Signature] DATE: 1/25/05  
 BOND OVERSIGHT BOARD

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE BELAFONTE TACOLCY PARK SITE IMPROVEMENTS PROJECT (FOOTSTEPS OF FREEDOM).

MOVED: L. DE ROSA  
SECONDED: J. REYES  
ABSENT: R. Cayard, R. Flanders, W. Harvey, A. Sumner, M. Cruz,  
Note for the Record: Motion passed by unanimous vote of all Board Members present.

• **Shenandoah Park Improvements - Phase I.**

TOTAL DOLLAR AMOUNT: \_\$181,150 (\$1,35 Million allocated; estimated current balance is \$968,850)

SOURCE OF FUNDS: Neighborhood Park Improvements & Acquisitions\_

DESCRIPTION OF PROJECT: \_ Phase I scope is as follows: Site Work (parking lot), tennis court fencing, drainage installation, and installation of bollards of work

Jorge Cano reported that the scope of work of the Shenandoah Park changed due to the community changing its mind about wanting a daycare center. The City had already spent \$73,000 for a consultant for the daycare center.

Direction to the Administration by Manolo Reyes to develop a method to obtain the community's input to proposed projects prior to expenses being incurred on the proposals. Jason Manowitz stated that the area homeowners association is not aware of the proposals for Shenandoah Park and requested to see the master plan for both Shenandoah Park and Bryan Park and find out if the information on the daycare center could be used still.

A motion was made by David Marko, seconded by Luis De Rosa, to table the Shenandoah Park Improvements Phase I, only proceeding with the drainage portion of said project. The **motion failed** by the following vote:

AYES: D. Marko, L. Cabrera, J. Manowitz

NOES: R. Aedo, K. Apfel, M. Cruz, L. De Rosa, G. Reshefsky, J. Reyes, M. Reyes, E. Broton

HD/NIB MOTION 05-4

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE SHENANDOAH PARK IMPROVEMENTS PROJECT, PHASE I, WITH THE UNDERSTANDING THAT THE ADMINISTRATION WILL ATTEND THE SHENANDOAH HOMEOWNERS ASSOCIATION'S MEETING SCHEDULED FOR JANUARY 31<sup>ST</sup> TO EXPLAIN THE SCOPE OF THE PROJECT; FURTHER DIRECTING THE ADMINISTRATION TO COME BACK BEFORE THE HOMELAND DEFENSE BOARD WITH A REPORT ON THIS MATTER, INCLUDING RECORDS OF PREVIOUS MEETINGS WITH THE COMMUNITY; AND FURTHER STIPULATING THAT AN APPROVAL BE OBTAINED FROM THE



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

UPDATE

1. DATE: 11/23/04 DISTRICT: 1
NAME OF PROJECT: SEWELL PARK - RESTROOMS/PARK FACILITY BUILDING
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: 331419
ADDITIONAL PROJECT NUMBER: B-35834

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [ ] NO If yes,
TOTAL DOLLAR AMOUNT: \$289,927 (\$300,000 allocated) Funding available for Sewell Park is \$234,949
transferring funds into Sewell Park from Melrose Park -\$22,978 & Kinlock Park -\$32,000, totaling \$289,927.
SOURCE OF FUNDS: HDNI Bonds - Neighborhood Park Improvements & Acquisitions
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: Cary Sanchez-Rea & Jorge Sainz

DESCRIPTION OF PROJECT: 1) Proposed Restroom/Park Facility Building: Restrooms (men's and women's
aprx 196 S.F.), office for park manager and assistant (12"X12"), work area for police officer (8'X8'), storage room
for grounds maintenance equipment (10'X10'). 2) Accessible walkway connecting proposed building to the parking
lot and open field by the water's edge, provide striped parking spaces as well as accessible parking marking &
signage. Add Alternates: 1) Security Lighting 2) Provide accessible route connecting buildings, facilities, elements,
and site spaces (repair existing south and east paths). Provide accessible benches, picnic tables and seating, barbecue
grills, garbage receptacles (5 % of park's total count), drinking fountain.
ADA Compliant? [ ] YES [ ] NO [ ] N/A

Approved by Audit Committee? [X] 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:

APPROVAL: [Signature] DATE:
BOND OVERSIGHT BOARD

## 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 1<sup>st</sup> series. Estimated current balance is (\$3,000,000) from 1<sup>st</sup> series allocation

SOURCE OF FUNDS: Neighborhood Fire Stations & Training Facility

Approved by Audit Committee: 11/16/04



DEPARTMENT OF CAPITAL IMPROVEMENTS  
PROJECT OVERVIEW FORM

# UPDATE

1. DATE: 11/23/04 DISTRICT: 1  
NAME OF PROJECT: JUAN PABLO DUARTE - BUILDING RENOVATION/EXPANSION  
INITIATING DEPARTMENT/DIVISION: Capital Improvements  
INITIATING CONTACT PERSON/CONTACT NUMBER: Cary Sanchez-Rea (305) 416-1094  
C.I.P. DEPARTMENT CONTACT: \_\_\_\_\_  
RESOLUTION NUMBERS \_\_\_\_\_ CIP/PROJECT NUMBER: 331419  
ADDITIONAL PROJECT NUMBER: B-35812 (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted?  YES  NO If yes,  
TOTAL DOLLAR AMOUNT: \$326,980 (\$800,000 allocated; estimated current balance is \$151,194)  
SOURCE OF FUNDS: HDNI Bonds - Neighborhood Park Improvements & Acquisitions-\$200,000 & CIP#331309- Safe Neighborhood Park Bond \$126,980  
ACCOUNT CODE(S): CIP # 331419 + 331309

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 & Jorge Sainz

DESCRIPTION OF PROJECT: Demolish existing covered terrace (south side of building, facing field) and construct a new 1,000 s.f. multi-purpose room addition. Combine existing (2)-storage closets and park manager's office into (1)-large storage room (appx 24'X12'), provide ventilation to space. Provide air-conditioning to existing multi-purpose room. Replace louvers with fixed impact resistant windows at clear story of existing multi-purpose room. New Park manager's office at main entrance of building (appx 135 s.f.)

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: Bring schematics to the Board.

APPROVAL: [Signature] DATE: \_\_\_\_\_  
BOND OVERSIGHT BOARD

## 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 1<sup>st</sup> series. Estimated current balance is (\$3,000,000) from 1<sup>st</sup> series allocation

SOURCE OF FUNDS: Neighborhood Fire Stations & Training Facility

Approved by Audit Committee: 11/16/04



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

UPDATE

1. DATE: 11/23/04

DISTRICT: 4

NAME OF PROJECT: ROBERT KING HIGH PARK-NEW BUILDING AND SITE IMPROVEMENTS

INITIATING DEPARTMENT/DIVISION: Capital Improvements

INITIATING CONTACT PERSON/CONTACT NUMBER: Cary Sanchez-Rea (305) 416-1094

C.I.P. DEPARTMENT CONTACT:

RESOLUTION NUMBERS CIP/PROJECT NUMBER: 331419

ADDITIONAL PROJECT NUMBER: B-35868

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [ ] NO If yes,

TOTAL DOLLAR AMOUNT: \$1,775,157 (\$1,100,000 allocated) - Mgr. wants to assign money from HD interest.

SOURCE OF FUNDS: HDNI Bonds - Neighborhood Park Improvements & Acquisitions-\$1,100,000, HDNI Bonds Interest \$500,000 & CIP# 333108- Safe Neighborhood Park Bond \$175,157

ACCOUNT CODE(S): CIP # 331419 + 333108

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: Indoor tennis tables (6) with non-glare lighting, non-slip flooring surface and provision of folding partitions to allow for flexibility to accommodate separate activities: Gymnastics area; Dance with mirrored wall and bar; Volleyball area; Covered basketball court with retractable bleachers for (1) regulation court and (2) perpendicular half courts. Office with staff area for 8 persons for party planning and visual observation of exterior and indoor activity. Meeting/Conference room for staff meeting and (10) computer stations for after school usage. Male and Female restrooms, locker rooms with changing areas. Sports equipment storage room. (Rest of scope project attached)

ADA Compliant? [ ] YES [ ] NO [ ] N/A

Approved by Audit Committee? [X] 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: Bring us explanation on bond interest in quarterly update to the Board.

APPROVAL: [Signature] DATE:

BOND OVERSIGHT BOARD



## 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 1<sup>st</sup> series. Estimated current balance is (\$3,000,000) from 1<sup>st</sup> series allocation

SOURCE OF FUNDS: Neighborhood Fire Stations & Training Facility

Approved by Audit Committee: 11/16/04



DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM

UPDATE

1. DATE: 11/23/04 DISTRICT: 5
NAME OF PROJECT: HENRY REEVES PARK - COMMUNITY SERVICE BUILDING IMPROVEMENTS

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: 331419

ADDITIONAL PROJECT NUMBER: B-35894 (IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes,
TOTAL DOLLAR AMOUNT: \$248,872 (\$ 300,000 total allocated, remaining balance is \$78,958)
SOURCE OF FUNDS: HDNI bonds - Neighborhood Parks Improvements-\$212,042 & Safe Neighborhood Parks Bond \$36,830
ACCOUNT CODE(S): CIP # 331419 +331344

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: Replacement of exterior windows, doors and frames, including the door security bars. Interior door, hardware and frame replacement. Restroom renovation and frame replacement. Finish flooring replacement. Interior wall/partitions renovated and painted. Acoustical ceiling system replacement. Lighting fixture replacement throughout & identify area for enlarged playroom storage.

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:
APPROVAL: [Signature] DATE:
BOND OVERSIGHT BOARD

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 1<sup>st</sup> series. Estimated current balance is (\$3,000,000) from 1<sup>st</sup> series allocation

SOURCE OF FUNDS: Neighborhood Fire Stations & Training Facility

Approved by Audit Committee: 11/16/04



DEPARTMENT OF CAPITAL IMPROVEMENTS  
PROJECT OVERVIEW FORM

# UPDATE

1. DATE: 11/23/04 DISTRICT: 2

NAME OF PROJECT: MARGARET PACE PARK IMPROVEMENTS PHASE II

INITIATING DEPARTMENT/DIVISION: Capital Improvement

INITIATING CONTACT PERSON/CONTACT NUMBER: Cary Sanchez-Rea / (305)416-1094

C.I.P. DEPARTMENT CONTACT: \_\_\_\_\_

RESOLUTION NUMBER: \_\_\_\_\_ CIP/PROJECT NUMBER: 333104

ADDITIONAL PROJECT NUMBER: B-35896

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted?  YES  NO If yes,

TOTAL DOLLAR AMOUNT: \$1,192,909 (\$863,925 Homeland Defense/Neighborhood Improvement / \$328,284 Impact Fees)

SOURCE OF FUNDS: HDNI/Pace Park Improvements

ACCOUNT CODE(S): CIP.#333104

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: Stabilize the eastern shoreline of the park boundary.

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:

APPROVAL: Robert O. Flood DATE: \_\_\_\_\_

BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials  YES  NO

## 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 1<sup>st</sup> series. Estimated current balance is (\$3,000,000) from 1<sup>st</sup> series allocation

SOURCE OF FUNDS: Neighborhood Fire Stations & Training Facility

Approved by Audit Committee: 11/16/04



DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

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? [X] 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? [X] 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: [Signature] DATE: BOND OVERSIGHT BOARD

## 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 1<sup>st</sup> series. Estimated current balance is (\$3,000,000) from 1<sup>st</sup> series allocation

SOURCE OF FUNDS: Neighborhood Fire Stations & Training Facility

Approved by Audit Committee: 11/16/04

provide additional and outdoor club seating. Expansion of the press box. Provision of an upper deck concourse surrounding the stadium to improve patron access and circulation. Improved handicapped access to stadium seating. Expanded and more convenient concession facilities that can be accessed both pre- and during game events. Expanded and more convenient restrooms facilities that can be accessed both pre- and during game events. Improved ramp and elevator access to the upper concourse facilities and enhanced exterior stadium aesthetics.

#### HD/NIB MOTION 05-8

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE PROFESSIONAL SERVICES AGREEMENT FOR ORANGE BOWL STADIUM PROJECT.

MOVED: G. RESHEFSKY  
SECONDED: M. REYES  
ABSENT: R. Cayard, L. Cabrera, J. Reyes

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

- Professional Services Work Order for Jose Marti Park Gym.

TOTAL DOLLAR AMOUNT: \$580,828 (5 Million for 2<sup>nd</sup> Series-\$700,000 swapped for 1<sup>st</sup> Series, estimated balance is \$119,172)

SOURCE OF FUNDS: CIP# 333142-Jose Marti/East Little Havana Parks Expansion

DESCRIPTION OF PROJECT: Scope is for the purpose of executing and issue a Work Order for the comprehensive design (actual permitted drawings) of the Jose Marti Gym (B-35857 to Zyscovich, Inc. as lead consultant.

#### HD/NIB MOTION 05-9

A MOTION TO APPROVE THE AUDIT COMMITTEE'S RECOMMENDATION TO FUND THE PROFESSIONAL SERVICES WORK ORDER FOR JOSE MARTI PARK GYM PROJECT.

MOVED: M. REYES  
SECONDED: M. CRUZ  
ABSENT: R. Cayard, L. Cabrera, J. Reyes

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

- Professional Services Work Order for Little Haiti Park Cultural Component.

TOTAL DOLLAR AMOUNT: \$1,080,000 (\$20 Million in first Series, total \$25 Million; current estimated balance is \$12,102,068)

SOURCE OF FUNDS: HDNI Bonds - Little Haiti Park Land Acquisition & Development





DEPARTMENT OF CAPITAL IMPROVEMENTS
PROJECT OVERVIEW FORM

UPDATE

1. DATE: 11/23/04 DISTRICT: 2

NAME OF PROJECT: MIAMI POLICE DEPARTMENT STABLES
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: 312048
ADDITIONAL PROJECT NUMBER: B-30320

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? [X] YES [ ] NO If yes,
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
ACCOUNT CODE(S): CIP # 312048

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: 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) Rest of scope is attached.
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: Issue should be reviewed by the Parks Advisory Board. Bring schematics to Board to justify cost. Police Department needs to give Board a letter saying they will get original list of equipment from another funding source or that the equipment is not needed.

APPROVAL: [Signature] DATE:
BOND OVERSIGHT BOARD

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.

DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM



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: 10-25-05

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:

DATE: 10-25-05

BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials YES NO



**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-36500
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
<b>CONSTRUCTION PHASE</b>			
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	
			<b>SUB-TOTAL:</b>	<b>\$2,000</b>
			<b>CONSTRUCTION PHASE TOTAL:</b>	<b>\$6,051,191</b>
	<b>CONSTRUCTION ADMINISTRATION</b>			
	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
			<b>CONSTRUCTION ADMINISTRATION TOTAL:</b>	<b>\$0</b>
	<b>ADMINISTRATIVE EXPENSES</b>			
	L	CIP Dept. (Mgmt./Budget/Procurement/Comm.):	1.0%	\$59,009
M	Industry Partner Program Mgmt. Support:	0.0%	\$0	
		<b>ADMINISTRATIVE EXPENSES TOTAL:</b>	<b>\$59,009</b>	
<b>LAND ACQUISITION EXPENSES</b>				
N	Land Cost:			
O	Transaction Costs:	0.0%	\$0	
		<b>LAND ACQUISITION TOTAL:</b>	<b>\$0</b>	
		<b>GRAND TOTAL - ESTIMATED PROJECT COST:</b>	<b>\$6,144,199</b>	

**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.

**NOTES**

FUND SOURCES	Fund:	2002 Homeland Defense Fund (Series 1)	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:	
								<b>TOTAL ALLOCATED AMOUNT:</b>

**VALIDATION**

Project Manager: Cary Sanchez-Rea *[Signature]* Date: 10/13/05

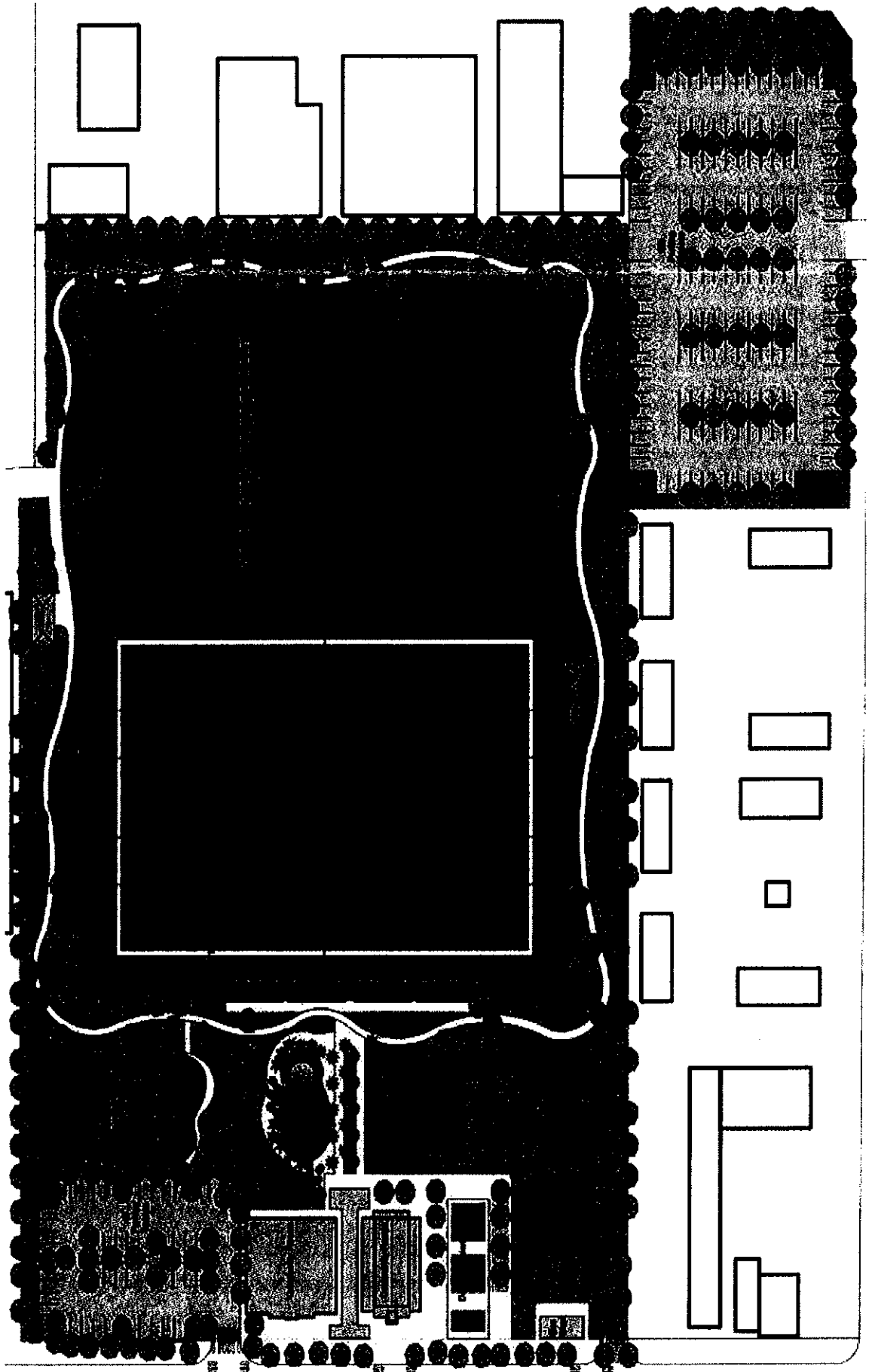
Sr. Project Manager: Cary Sanchez-Rea *[Signature]* Date: 10/13/05

Reviewed by: Pilar Saenz *[Signature]* Date: 10-13-05  
CIP Budget Administrator

Accepted by: Ernest Burkeen *[Signature]* Date: 10/17/05  
Director of the Client Department



# City of Miami



B #	Project Name	Allocation	Funding Sources	P.O./Expense Amount	Paid	Encumbrance	Vendor
B-35857	Jose Marti Park Gym possibly swap 2nd to 1st; this results in defunding 4 smaller park items	\$ 4,400,000.00 \$ 545,000.00	Homeland Defense (S1)	\$ 22,029.14 \$ 17,319.63 \$ 530,828.00 \$ 60,000.00 \$ 7,000.00 \$ 25,000.00 \$ 10,000.00 \$ 45,000.00	\$ 22,029.14 \$ 17,487.48 \$ 76,036.55 \$ 60,000.00 \$ - \$ - \$ - \$ -	\$ - \$ 132.15 \$ 454,789.45 \$ - \$ 7,000.00 \$ 25,000.00 \$ 10,000.00 \$ 45,000.00	Petro-Hydro PBS&J Zyschovich CIP Admin fees PBS&J FPL FDOT Zyschovich
	TOTAL FUNDING:	\$ 4,945,000.00	Total B-35857:	\$ 717,176.77	\$ 175,255.17	\$ 541,921.60	
	Allocations to date	\$ 717,176.77					
	CM@ Risk pre-construction estimated fees	\$ 49,000.00	need from HLD				
	Construction Estimate Dec. 2004	\$ 6,000,000.00	future Gross Max. Price (GMP)				
	WAR @ 0.05%	\$ -	\$120,000 not billed to this B#				
	CIP Admin	\$ -	Included above; no more based on PAF				
	CEO inspection	\$ -	\$90,000 not billed to this B#				
	WASA impact fees	\$ 100,000.00	Estimate				
	Surplus / (Deficit) to date	\$ (1,921,176.77)					
	GOB funding needed	\$ 1,921,176.77	\$ 2,466,176.77	THIS IS AMOUNT IF \$54,000 NOT INCLUDED			
B-60496	Grande Pointe High School D1 GOJ Funding that can be re-allocated from B-30105 Comm. Rec Ctr & Parking Lot RD Interest Funding that can be re-allocated from B-30105 Comm. Rec Ctr & Parking Lot	\$ 7,000,000.00 \$ 1,400,000.00 \$ 1,900,000.00	Homeland Defense (S1) & HD-Interest	\$ 18,098.80 \$ 8,000.00 \$ 4,035.00 \$ 72,693.63 \$ 682.50 \$ 119,581.00 \$ 3,979,063.00	\$ 18,098.80 \$ 7,640.00 \$ 4,035.00 \$ 68,802.79 \$ 682.50 \$ 119,581.00 \$ 272,355.00	\$ - \$ 360.00 \$ - \$ 3,890.84 \$ - \$ - \$ 3,706,708.00	FR Alamon Arcaman ATC Petro-Hydro Signarama CIP Admin Fees RDC
	TOTAL FUNDING:	\$ 10,300,000.00	Total B-60496:	\$ 8,972,153.93	\$ 491,195.09	\$ 8,480,958.84	
	Allocations to date	\$ 8,972,153.93					
	RDC contract	\$ -	O & P to increase				
	CIP owner contingency	\$ 220,000.00					
	WAR @ 0.05%	\$ -	\$300,000 not billed to this B#				
	CIP Admin	\$ -	Included above; no more based on PAF				
	CEO inspection	\$ -	\$140,000; URS; not billed to this B#				
	WASA impact fees	\$ 100,000.00	Estimate				

Source removal ash material; additional fee for backfill and compaction; source removal arsenic material TP-4 & TP-11; additional fee for backfill and compaction TP-4 & TP-11  
4 additional wells that need to be installed and tested  
\$750K to be identified through Mayor's funding; RDC fees due next week - 8/11 mtg to negotiate \$ and scope

CURRENT TOTAL BUDGET ESTIMATE		TOTAL BUDGET ESTIMATE	
Surplus / (Deficit) to date Phase 1	\$ 1,007,946.07	Surplus / (Deficit) to date Phase 1	\$ 1,007,946.07
<p>inl CIP fees; this amount is also for the Water Park</p> <p>GOB funding needed for Phase 2</p> <p>Total funding needed for Phase 1 &amp; 2</p>	<p>\$ 13,400,000.00</p> <p>\$ 13,400,000.00</p>		
<p>B-30316 Fern Isle Park</p> <p>Funding that can be re-allocated from B-35828</p> <p>Grapeland Water Park</p> <p>HD Interest Funding that can be re-allocated from B-35828</p> <p>Grapeland Water Park</p> <p>Unspent amount that can be re-allocated from B-40670</p> <p>Fern Isle Clean-Up</p>	<p>\$ 1,807,000.00</p> <p>\$ 3,835,000.00</p> <p>\$ 140,000.00</p> <p>\$ 25,000.00</p>	<p>\$ 1,045.00</p> <p>\$ 56,872.00</p> <p>\$ 10,000.00</p> <p>\$ 10,583.30</p> <p>\$ 445,438.10</p> <p>\$ 17,817.52</p> <p>\$ 158.75</p> <p>\$ 2,700,000.00</p> <p>\$ 250,000.00</p> <p>\$ 50,000.00</p> <p>\$ -</p> <p>\$ -</p> <p>\$ -</p>	<p>\$ 1,045.00</p> <p>\$ 56,872.00</p> <p>\$ 10,000.00</p> <p>\$ 10,583.30</p> <p>\$ 393,887.51</p> <p>\$ 4,717.76</p> <p>\$ 158.75</p> <p>\$ 2,700,000.00</p> <p>\$ 250,000.00</p> <p>\$ 50,000.00</p> <p>\$ -</p> <p>\$ -</p> <p>\$ -</p>
TOTAL FUNDING:	\$ 5,807,000.00	Total B-30316:	\$ 3,541,914.67
<p>Allocations to date</p> <p>F&amp;L Construction contract pending for phase 2</p> <p>PM</p> <p>CIP Admin</p> <p>JOC</p> <p>CEO inspection</p> <p>WASA impact fees</p>	<p>\$ 3,541,914.67</p> <p>\$ 1,820,000.00</p> <p>\$ -</p> <p>\$ 52,000.00</p> <p>\$ 70,000.00</p> <p>\$ 64,000.00</p> <p>\$ 50,000.00</p>	<p>\$ 122,867.35</p> <p>\$ -</p> <p>\$ -</p> <p>\$ -</p> <p>\$ -</p> <p>\$ -</p> <p>\$ -</p>	<p>\$ 3,419,347.32</p> <p>\$ -</p> <p>\$ -</p> <p>\$ -</p> <p>\$ -</p> <p>\$ -</p> <p>\$ -</p>
<p>Surplus / (Deficit) to date</p> <p>Remediation items estimate:</p>	<p>\$ 209,085.33</p> <p>\$ 3,136,000.00</p>		
<p>B-30308A</p> <p>Unspent amount that can be transferred to B-38500</p> <p>Total FUNDING:</p> <p>Allocations to date</p>	<p>\$ 174,000.00</p> <p>\$ (144,200.00)</p> <p>\$ 29,800.00</p> <p>\$ 29,800.00</p>	<p>\$ 29,800.00</p> <p>\$ -</p> <p>\$ 29,800.00</p> <p>\$ -</p>	<p>\$ 29,799.33</p> <p>\$ -</p> <p>\$ 29,799.33</p> <p>\$ -</p>
<p>B-38500</p> <p>Funding that can be re-allocated from B-30308A Little Haiti Park master plan</p>	<p>\$ 6,000,000.00</p> <p>\$ 144,200.00</p>	<p>\$ 199.00</p> <p>\$ 31,892.25</p> <p>\$ 59,009.00</p> <p>\$ 5,725,942.00</p> <p>\$ 290,000.00</p> <p>\$ 219,000.00</p>	<p>\$ -</p> <p>\$ -</p> <p>\$ -</p> <p>\$ 5,486,003.95</p> <p>\$ 290,000.00</p> <p>\$ 219,000.00</p>
			<p>ATC</p> <p>CES</p> <p>CES</p> <p>F&amp;L Constr.</p> <p>F&amp;L Constr.</p> <p>Gordian</p> <p>F&amp;L Constr.</p> <p>F&amp;L Constr.</p> <p>F&amp;L Constr.</p> <p>Zyschovich</p>
			<p>additional testing</p> <p>Phase 1 - testing services to outline existing soil conditions, presence of haz. mat, etc. &amp; recommend potential remedies</p> <p>Phase 1</p> <p>P052308</p> <p>R070204</p> <p>backfill entire site (raise 2')</p> <p>drainage modification allowance</p> <p>foundation construction modification allowance</p>
			<p>CLOSED PO was for \$74,000 but will be closed to release balance.</p>
			<p>Journal entry for printing services</p> <p>FPL thru DP99920</p> <p>Admin fees</p> <p>RDC</p> <p>RDC fees for extended stay (New Bethany Church property)</p> <p>RDC optional owner requested changes (pending Burkeen's approval)</p>



RDC additional fee for 22+ septic field/tranks (want EcoDev funding - prev owner did not do work)									
TOTAL FUNDING:		\$	6,144,200.00	Total B-38500:	\$	42,000.00	\$	42,000.00	
		\$	6,368,042.25		\$	331,038.30	\$	6,037,003.95	
Allocations to date									
RDC contract									
CIP owner contingency included above									
OAR Design Build									
CIP Admin									
CEO Inspection									
WASA impact fees									
<b>CARRIED OVER BUDGET</b>									
Surplus / (Deficit) to date		\$	(643,842.25)						
GOB funding needed		\$	643,842.25						
<b>CARRIED OVER BUDGET</b>									
B-30295 Little Haiti Cultural Campus									
		\$	6,929,655.00	Homeland Defense (S1), SNPB	\$	1,067,045.00	\$	594,325.52	\$
		\$	3,984.90		\$	3,984.90	\$	-	\$
		\$	1,455.00		\$	1,455.00	\$	-	\$
		\$	8,500.00		\$	-	\$	8,500.00	
		\$	127,131.00		\$	-	\$	127,131.00	
		\$	8,000.00		\$	-	\$	8,000.00	
		\$	48,100.00		\$	-	\$	48,100.00	
TOTAL FUNDING:		\$	6,929,655.00	Total B-30295:	\$	1,264,215.90	\$	599,765.42	\$
Allocations to date									
Construction estimate Dec 2004									
CIP owner contingency									
CM@ Risk pre-construction estimated fees									
OAR Design Build									
CIP Admin									
CEO Inspection									
WASA impact fees									
<b>CARRIED OVER BUDGET</b>									
Surplus / (Deficit) to date		\$	(5,044,560.90)						
GOB funding needed		\$	5,044,560.90						
<b>CARRIED OVER BUDGET</b>									
B-70850 Little Haiti Park-Cultural Ctr Master Plan									
TOTAL FUNDING:		\$	27,500.00	Homeland Defense (S1)	\$	27,500.00	\$	27,500.00	\$
		\$	27,500.00	Total B-70850:	\$	27,500.00	\$	27,500.00	\$
Allocations to date									
Curtis & Rogers									
Pre-construction services									
asbestos analysis									
Additional Services - Mechanical Design June 2005									
Additional Services - May 2005 Re-phasing due to MktP/c									
Replacement Cost for MktP/c									
presentation on assessment and cost estimate									

DEPARTMENT OF CAPITAL IMPROVEMENTS

PROJECT OVERVIEW FORM



1. DATE: 10/25/05 DISTRICT: 4

NAME OF PROJECT: BRYAN PARK NEW TENNIS CENTER

INITIATING DEPARTMENT/DIVISION: Parks & Recreation

INITIATING CONTACT PERSON/CONTACT NUMBER: Juan Ordonez (305) 416-1241

C.I.P. DEPARTMENT CONTACT:

RESOLUTION NUMBER: CIP/PROJECT NUMBER: 311714

ADDITIONAL PROJECT NUMBER: B-30134

(IF APPLICABLE)

2. BUDGETARY INFORMATION: Are funds budgeted? YES NO If yes, 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

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 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.

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: 10-25-05 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: Commissioner Regalado has withdrawn support. \$80,000-100,000 has been spent so far in design. United States Tennis Association (USTA) \$200,000 grant earmarked for park. Sub-committee members are frustrated with the process to date.

APPROVAL: DATE: 10-25-05

BOND OVERSIGHT BOARD

Enclosures: Back-Up Materials YES NO



**PROJECT ANALYSIS FORM**  
 Department of Capital Improvements  
 City of Miami

Date Prepared:	2/22/2005
Revised Date:	7/20/2005
Revised Date:	
Revised Date:	

<b>PROJECT NAME: Bryan Park New Tennis Center</b>		
ADDRESS / LOCATION: 2240 SW 12th Street	PROJECT No.:	B-30134
NET OFFICE: Coral Way	DISTRICT:	D4
CLIENT DEPT: Parks and Recreation	EST. PROJECT COST:	\$1,000,000
CLIENT CONTACT: Maria Perez	TEL.: (305) 416-1314	ALLOCATED FUNDS: \$1,000,000
PROJECT MANAGER: Roberto Silva	TEL.: (305) 416-1254	PROCUREMENT:
CONSTR. MANAGER:	TEL.:	PROJECT TEAM: Facilities
INSPECTOR / CEO:	TEL.:	
EST. DESIGN START: 11/30/2004	EST. BID ADV.:	EST. CONSTRUCTION START: 7/31/2005
EST. DESIGN END: 1/31/2005	EST. AWARD DATE:	EST. CONSTRUCTION END: 2/28/2006

PRODUCTION PHASE		Percentage	
<b>A. Design Svcs. - Outside Consultant</b> Prime Consultant: _____			
1	Basic Fees:	0.0%	\$0
2	Additional Services:	0.0%	\$0
SUB-TOTAL:			\$0
<b>B. Design Svcs. - CIP</b>			
1	In-house Basic Design Fee:	8.4%	\$63,461
2	In-house Additional Design Services:	0.0%	\$0
SUB-TOTAL:			\$63,461
<b>C. Production Management Services</b>			
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
<b>D. Miscellaneous Services</b>			
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:	
10	Archeological Survey:	Vendor:	
11	Other:	Vendor:	
SUB-TOTAL:			\$0
<b>E. Special Fees / Assessments:</b>			
1	DERM (Plans review, environmental permits, etc.):	Fee Waiver <input 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:			\$0
<b>PRODUCTION PHASE TOTAL:</b>			<b>\$63,461</b>
<b>CONSTRUCTION PHASE</b>			
<b>F. Construction:</b> JOC Contractor: _____			
1	Construction Estimate:		\$752,240
2	Contingency Allowance:	10.0%	\$75,224
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:			<b>\$827,464</b>

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:	
	3	Miami-Dade County Archeological Monitoring:	
	4	Other:	
			SUB-TOTAL: \$0
			<b>CONSTRUCTION PHASE TOTAL: \$827,464</b>
	<b>CONSTRUCTION ADMINISTRATION</b>		
	H	Construction Inspection Services - CIP:	0.0% \$0
	I	Construction Mgmt. - Industry Partner:	0.0% \$0
	J	Construction Engineering Observer (CEO) - Industry Partner	10.0% \$75,224
	K	JOC Administration	1.5% \$11,284
			<b>CONSTRUCTION ADMINISTRATION TOTAL: \$86,508</b>
	<b>ADMINISTRATIVE EXPENSES</b>		
	L	CIP Dept. (Mgmt./Budget/Procurement/Comm.):	3.0% \$22,567
M	Industry Partner Program Mgmt. Support:	0.0% \$0	
		<b>ADMINISTRATIVE EXPENSES TOTAL: \$22,567</b>	
<b>LAND ACQUISITION EXPENSES</b>			
N	Land Cost:		
O	Transaction Costs:	0.0% \$0	
		<b>LAND ACQUISITION TOTAL: \$0</b>	
		<b>GRAND TOTAL - ESTIMATED PROJECT COST: \$1,000,000</b>	

PROJECT SCOPE	New Recreation building, ADA ramps, 3 new tennis courts, additional parking, site improvement include new walks, landscaping, and fencing. Approximately 2400 square feet.
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NOTES	As Of 07/20/2005, elimination of Industry Partners Fees for Line Items C-2, I & M from Project budget, equals a savings of \$8,657.
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FUND SOURCES	Fund: Homeland Defense Series I	CIP # 311714	Fiscal Year Available	Amount: \$1,000,000
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
	Fund:	CIP #		Amount:
				<b>TOTAL ALLOCATED AMOUNT: \$1,000,000</b>

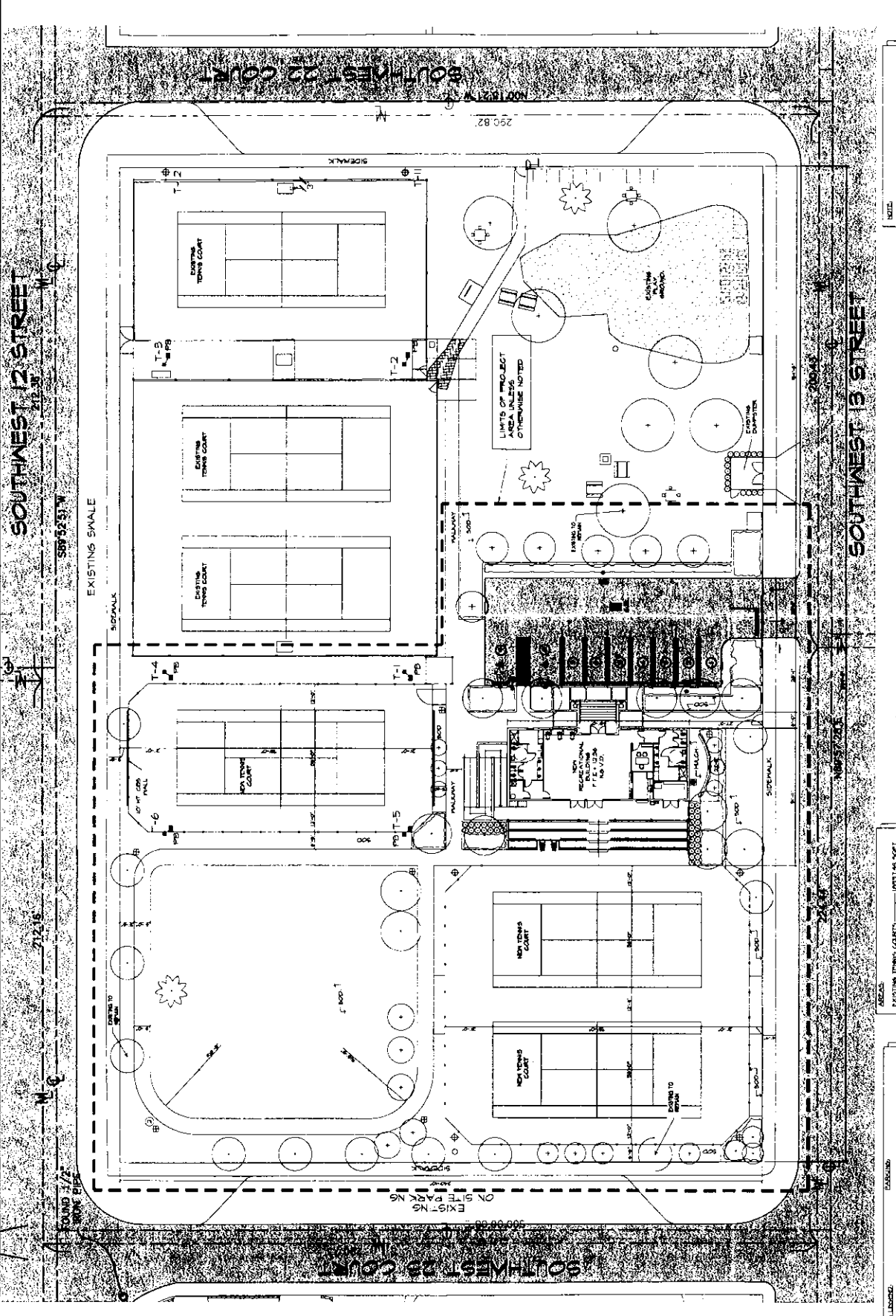
VALIDATION	Project Manager: Victor Marzo	<i>Victor Marzo</i>	Sign	Date: 7/21/05
	Sr. Project Manager: Juan Ordonez	<i>Juan Ordonez</i>	Sign	Date: 7/21/05
	Reviewed by: Pilar Saenz CIP Budget Administrator	<i>Pilar Saenz</i>	Sign	Date: 7-21-05
	Accepted by: Ernest W. Burkhardt Director of the Client Department	<i>Ernest W. Burkhardt</i>	Sign	Date: 7/21/05



DATE: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
APPROVED BY: \_\_\_\_\_

JOB NO. D-2004  
SCALE

DATE: AS SHOWN  
SHEET NO. 58-1  
SHEETS



NOTE:  
THE NEW NORTH TENNIS COURT HAS DOUBLE LINE  
ACCORDING TO 10 FEET AT WALLS.

LEGEND:  
[Symbol] CONCRETE TENNIS COURTS  
[Symbol] CLAY TENNIS COURTS

NORTH  
SITE PLAN  
SCALE: 1/8" = 1'-0"

AREAS:

EXISTING TENNIS COURTS	1,083 SQ. FT.
NEW TENNIS COURTS	1,875 SQ. FT.
RECREATIONAL BUILDING	1,725 SQ. FT.
LANDSCAPING AREA	1,725 SQ. FT.
NEW ACCESS DRIVE & STAIRS	170 SQ. FT.
GREEN AREA	3,000 SQ. FT.

REQUIREMENTS:

PERMITTED (1) EXHIBITED	3
TOTAL PERMITTED (INCLUDING 1VC)	3
TOTAL BIDDABLE	3
TOTAL BIDDABLE (INCLUDING 1VC)	3
NET LOT AREA	40,200